



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

Award Contract Grant

Requested Board Meeting Date: 6/12/18

* = Mandatory, information must be provided

or Procurement Director Award

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

See Purpose

***Project Title/Description:**

Decedent Services

***Purpose:**

Award: Master Agreement No. MA-PO-18-311. This Master Agreement is for an initial term of one year in the annual award amount of \$340,000.00 (including sales tax) to be shared amongst contractors and includes four one-year renewal options. Administering Department: Public Defense Services.

Adair Funeral Homes, Inc dba Adair Funeral Home (Headquarters:Tucson, AZ)

The McDermott Group, LLC dba Oasis Cremation and Funeral Care (Headquarters:Tucson, AZ)

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 289577 was conducted. Two (2) responses were received. Award is to the responsive and responsible bidders.

PRCUID: 289577

Attachments: Notice of Recommendation for Award and Master Agreement

***Program Goals/Predicted Outcomes:**

The Pima County Indigent Cremation and Burial Program will provide funeral services to indigent clients of the Public Fiduciary.

***Public Benefit:**

Funeral services will be provided by licensed practitioners and deceased will be interred or cremated in accordance with applicable state statutes.

***Metrics Available to Measure Performance:**

Funeral services will be provided with dignity in a timely and cost effective manner.

***Retroactive:**

No.

Procure Dept 05/29/18 PM03:19

To: COB 5-30-18
Ver. - 1
pgs 42 (1)

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 18-311

Effective Date: 8/1/18 Termination Date: 7/31/19 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 340,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 340,000.00 % 100

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

*Is the Contract to a vendor or subrecipient? No

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: Jennifer Moore, Procurement Officer Division Manager: [Signature]

Department: Procurement [Signature] 5/17/18 Telephone: 520.724.8164

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. D. [Signature] 5/28/18
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 17, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 289577 for Decedent Services that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 12, 2018.

Award is recommended to the responsive and responsible Bidders, which will share the annual award amount listed below.

AWARDEE NAMES

Adair Funeral Homes, Inc. dba Adair Funeral Home
The McDermott Group, LLC dba Oasis Cremation & Funeral Care

AWARD AMOUNT

\$340,000.00

OTHER RESPONDENT NAMES

None

Issued by: Jennifer Moore, Procurement Officer

Telephone Number: 620.724.8164

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

Aw



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000311

MA Version: 1

Page: 1 of 4

Description: Decedent Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: JENNIFER MOORE
	Phone: 5207248164
	Email: jennifer.moore@pima.gov

T E R M S	Initiation Date: 08-01-2018
	Expiration Date: 07-31-2019
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	Adair Funeral Homes Inc	Contact: ARTHUR R ADAIR
	1050 N DODGE BLVD	Phone: 520-326-4343
	TUCSON AZ 85716	Email: adairfuneralhome@aol.com
		Terms: 0.00 %
		Days: 30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason
 This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$340,000.00 and includes four one-year renewal options. Attachments: Offer Agreements - Adair Funeral Home and The McDermott Group, LLC

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

PIMA COUNTY

Master Agreement No: 1800000000000000311

MA Version: 1

Page: 2 of 4

Line	Description					
1	Cremation including Urn					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500.00			
2	Burial w/liner,casket, open/close grave, headstone placement					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,000.00			
3	Transport Fee to Out-of-County Cemetery					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$0.446			
4	Internment of Cremains in Pima County Cemetery Columbaria					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.00			
5	Service Fee for handling remains 300+ pounds					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
6	Amended Death Certificate Filling fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
7	Extra Ordinary Expense Authorized by the Public Fiduciary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Master Agreement (“MA”) to provide Pima County (“County”) with Decedent Services on an “as required basis” by issue of Delivery Order (“DO”).

In complying with Arizona Revised Statutes invitation for bids, it is the intent of Pima County, through its designation of the Office of the Pima County Public Fiduciary (“PCPF”), by this solicitation to request bids for services and enter into an agreement(s) with qualified licensed CONTRACTOR(S) to provide mortuary and cemetery services for bodies and human remains that are within the jurisdiction of Pima County.

Pima County is responsible for decedents whose death occurs in Pima County and who are indigent and have no other person or entity willing or financially able to bury or provide other funeral and disposition arrangements pursuant to A.R.S. § 36-831 et seq., A.R.S. §§ 11-201, et seq., 11-251. Pima County receives 1,200 community inquiries annually and approximately 35% are approved for County Indigent Decedent Services. PCPF has 465 cremations and 13 burials in fiscal year 2017.

The CONTRACTOR(S) will provide quality professional services of burial, cremation, transport or cemetery services under license and in good standing with the State of Arizona Corporation Commission, the Arizona State Board of Funeral Directors and Embalmers and the State Board of Realtors.

The COUNTY designates PCPF as the agent for PIMA COUNTY for the purpose of administering this Contract and serving as the “County Representative” and enforcing the applicable policies and guidelines.

The County reserves the right to add additional contractors, at the County's sole discretion, to satisfy the County's needs or to ensure adequate competition on any project or task order.

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

Contract extensions, renewals, or revisions will occur 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, 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:

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.

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products contained herein.

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Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products contained herein.

Contractor will research the issuing licensing agency (State of Arizona Board of Funeral Directors and/or requirements to perform the requested work, will list **currently active** license number(s), Description & Class for the required licenses, and will agree to maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) business days of any change in license status.

Any funeral establishment(s) and crematory(ies) providing services under this Contract must be licensed pursuant to A.R.S. Title 32, Article 4 and A.R.S. Title 32, Article 6, 32-1393. A CONTRACT PROVIDER whose license is suspended, revoked or undergoing disciplinary action by any regulatory agency of the State of Arizona is prohibited from being a CONTRACT PROVIDER under this Contract. A history of non-compliance with the terms of this contract, the governing authorities or the COUNTY directives and policies may also result in a denial to provide professional services.

Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the Offeror's bid to be rejected as **Non-Responsive**.

Check appropriate response certifying agreement with the requirement and as applicable, the appropriate response certifying requested information/document is provided to substantiate meeting the minimum qualification.

MQ No.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Responsible: 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.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2	Funeral establishments will be licensed and in "Good Standing" with the State of Arizona Board of Funeral Directors.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor will provide all services required to care for decedent (body or remains) to final deposition, either cremation or burial, as indicated below:

General Services:

CONTRACTOR(S) provide services in a professional manner, maintain applicable licensees and ensure performance in a manner consistent with all applicable state, federal and local laws, rules, codes, industry regulations, professional standards, specifications, usages and customary practices, County policies and procedures and the terms of this contract and any other applicable governing authority. The CONTRACTOR(S) specifically warrants that it will adhere to the Arizona State Health Department ordinances and the Arizona State Board of Funeral Directors and Embalmers ordinances.

The CONTRACTOR(S) will treat the families, other providers and professionals, the Medical Examiner and the COUNTY with courtesy and strive to ensure transparency and enhance cooperation on all matters.

CONTRACTOR(S) will maintain properly equipped systems and resources to accommodate the CONTRACTOR(S) normal level of business and the additional number of bodies and human remains generated by participation in this contract during an assigned rotation or if required by the County outside of the assigned Rotation Schedule.

CONTRACTOR(S) will place a public record notice in a newspaper with general circulation in Pima County within one week (five days) of receiving the remains.

Records: CONTRACTOR(S) will keep interment records for the Pima County Cemetery as required by the PCPF and on forms provided by the COUNTY. Such records will include all urned remains and casket interments as well as grave/columbarium location, date of placement and grave location of all remains contained in a casket. The COUNTY will designate grave /columbarium locations for decedents interred on County property. In the event that the interment occurs at a Pima County contracted cemetery or authorized cemetery, CONTRACTOR(S) will be responsible for providing proof of delivery, which will include at a minimum location of gravesite, date of delivery, etc.

Chain of Custody of Decedent's Belongings: The CONTRACTOR(S) will keep a detailed log of personal property and money found on the decedent at the time of removal from the place of death or from the Pima County Forensic Science Center (PCFSC). Within twenty-five (25) business days after pick-up of the remains, personal property of the decedent will be transferred and released to the Pima County Public Fiduciary. Transfer and release of property will be documented by a detailed listing, printed and signed receipt. The PF will assume custodianship of the decedent's property and money in accordance with A.R.S §11-600C. Remains picked-up at the PCFSC, the ME will provide a list and receipt of decedent personal property released to the Contractor.

Professional Administration Services: These services include processing and filing for a death certificate with the Pima County Health Department, Vital Records division, handling of personal effects, preparing the invoice and supporting documentation and communication(s) with the PCPF.

PCPF reserves the right to be present and/or inspect the procedures of the CONTRACTOR(S) from the time the CONTRACTOR(S) claims the body, until cremation is complete or transport of remains to cemetery.

Permits: CONTRACTOR(S) will secure and provide the cremation and burial permits as required by the State of Arizona.

Death Certificate: CONTRACTOR(S) will file a death certificate for acquiring a burial/cremation permit.

Rotation Schedule performance of duties:

"On Call" Rotation Schedule: All CONTRACTOR(S) selected to participate in a Contract with Pima County (COUNTY) will be scheduled to serve "On Call" during an assigned monthly period to provide the services described herein. Services must be available on a twenty-four (24) hour, seven (7) day a week basis. CONTRACTOR(S) will provide twenty-four (24) hour phone service to receive and process calls for removal services. Contractor will have the proper resources to respond to any location within Pima County. The CONTRACTOR(S) will have the appropriate backup coverage necessary to provide services in a timely manner.

Rotation List: CONTRACTOR(S) will be placed on a "Rotation List" with other providers and the provision of services will be utilized by the County on a monthly rotating basis. It is within the sole discretion and determination of PCPF as to the scheduling of CONTRACTOR(S) to perform the services set forth herein. Rotation Schedule will be prepared by PCPF annually, in conjunction with the term of the contract, and will be provided to the CONTRACTOR(S) with the dates for the monthly period(s) assigned by the PCPF. PCPF may revise the "Rotation Schedule" when deemed necessary and will provide notification to all CONTRACTOR(S) and the Medical Examiner of any changes or revisions to the rotation schedule.

In the event that during an assigned monthly rotation the Contractor is nearing or reaches storage capacity, it must notify the PCPF immediately.

Transportation services include picking up and transporting the decedent to the mortuary. Transportation services will be performed from the place of death, or upon release by the Medical Examiner, to the mortuary for completion of final arrangements. The CONTRACTOR(S) will transport the body to the designated cemetery and grave location or crematory.

Vehicles, Equipment, Personnel and Safety Requirements: Vehicles, equipment and personnel equipped and capable without external assistance to provide transportation for up to two decedents simultaneously in safe operating condition, mechanically sound and capable of responding within the legal boundaries of Pima County. Provider's equipment to include: Gurneys, collapsible stretchers/cots to ensure proper and safe removal of human remains in accordance with the safety requirements and guidelines customary to the profession, utilizing protective clothing, gloves, masks, lifting and removal procedures.

Appropriate Presentation: Vehicles and equipment maintained in a clean and presentable condition, exhibiting no major dents or damage to provide transportation to the designated destination as directed by an eligible party providing notification of need in a CONTRACTOR'S vehicle that is suitable and appropriate. Personnel whose appearance presents as clean, neat and properly attired for the type of removal requested.

Removal Services – Response Times:

Scene of Death: Removal services may include the pick-up of remains from the scene of an accident, a nursing home, adult care/assisted living facility, private residence and any other location that does not have the storage capacity to refrigerate and preserve the remains. *The CONTRACTOR(S) will pick up the human remains from the scene of death within a reasonable response time upon contact by any "eligible party" providing notification of need. An "eligible party" includes law enforcement or medical facility representative. A general guideline for determining reasonableness of response time is as follows: The "On Call" CONTRACTOR responds by arriving equipped to perform removal of the decedent within one (1) hour of actual notification if located within city limits; plus driving time for locations outside city limits.*

Hospitals: Removal services may include the pick-up of remains from certain facilities that have storage and refrigeration capacity. Such facilities may designate a certain day/time for pick-up of a decedent. *The CONTRACTOR(S) will pick up the human remains from the hospital within a reasonable response time, as mutually agreed to by both parties, upon contact by any "eligible party" providing notification of need. An "eligible party" includes facility representative or staff of PCPF.*

Pima County Forensic Science Center: The PF ("eligible party") will call and arrange for removal of bodies under the care of the ME. The Contractor will be required to pick-up and transport the decedent(s) to their mortuary within 24 hours of notification from the PF. Pick-up schedule will be dictated by the ME and is subject to change. Currently the pick-up schedule is M – F 9:30 a.m. – 10:30 a.m. and 2:00 p.m. – 3:00 p.m., Saturday 9:30 a.m. – 11:30 a.m.

At the time an "eligible party" makes a request for removal service, the decedent may not have yet been approved for the County Indigent Program services. Therefore, the CONTRACTOR(S) is assuming an entrepreneur opportunity and risk for the costs and responsibilities associated with removal, transportation, refrigeration and the final disposition of the decedent.

Refusal to perform services or untimely performance of services may result in the suspension and or termination of the CONTRACTOR'S contract.

Mortuary:

Refrigeration: The mortuary must have refrigerated storage areas equipped to handle six (6) or more deceased bodies and or human remains.

Viewing: Viewing of the deceased prior to burial or cremation by family members is at the discretion of the Contractor. PCPF will not pay any additional fee for viewing services.

Cremation Services:

PCPF is responsible to complete the due diligence to locate the appropriate authorizing agent and obtain written consent to cremate the decedent. Upon demonstration that the due diligence was performed and there is no authorizing agent available to consent for cremation, PCPF may provide the consent pursuant to A.R.S. § 32-1365.02(F). Upon notice by PCPF, within ten (10) days of notice, the decedent will be cremated by the CONTRACTOR.

Body cremation preparations will be carried out in a dignified manner, and an appropriate cremation container will be used. Distribution of cremains will be performed in accordance with the approval authorization. The CONTRACTOR(S) will place the cremains in a plastic urn properly tagged, marked, logged, labeled and reconciled by identification tag to all supporting records prior to distribution.

The CONTRACTOR(S) will coordinate the release of the cremains to a party designated by the PCPF. The CONTRACTOR will store the cremains up to 120 days after the agreed upon pick-up date. Indigent cremains without known next-of-kin, John/Jane Does or cremains not picked up in 120 days must be interred at the Pima County Cemetery columbarium. Contractor will inter remains at the Pima County columbarium once a month.

Veterans and Veteran's Spouses, who are Indigent Burial program eligible, may elect cremation as an option to burial for the decedent's final disposition.

Skeletal Remains will be cremated as requested by the PCPF.

Burials Services:

Casket: Individuals approved for Indigent Burial by the PCPF will be placed in a casket. The required casket is a PBF C32 (2 piece steel screw down flattop, flannel, foam bed and pillow) or an approved equivalent. Cremation boxes are not an acceptable container for interment burial purposes.

Interment Services: Final disposition arrangements include transportation to the Pima County Cemetery, Veteran Cemeteries in Arizona and any other approved cemetery located in Pima County, AZ. The cost to transport and inter remains outside Pima County is not the responsibility of the PCPF. The CONTRACTOR(S) will notify the receiving PROVIDER of the need to prepare the gravesite and calendar the interment, communicating responsibly with the family or designee.

Public attendance during interment and graveside services are not permitted.

Decedents approved for burial by the PCPF at the Pima County cemetery, located at 3015 N. Oracle Road, Tucson, Arizona, will be interred within fifteen (15) business days after notification is issued to the CONTRACTOR(S). CONTRACTOR will provide backhoe and rigging services in the pre-excitation, liner rigging and placement, and dirt closure of indigent burial plots located at Pima County Cemetery. Under guidance of the Burial Coordinator, contractor will prepare gravesite excavations per size specifications provided. Contractor will provide rigging and place grave liners, and final dirt fill of burial plots. Contractor will be responsible for providing and maintaining in serviceable condition all excavating and rigging equipment

Non-County Cemetery Burial: The PCPF may authorize burial of a decedent at a cemetery other than the Pima County Cemetery. Mileage will be reimbursed at the costs listed in section 7. Compensation & Payment, Unit Prices.

The cost to transport and inter the remains outside Pima County is not the responsibility of the PF.

Veteran's Burial: Qualified Indigent Honorably Discharged Veterans and/or the Spouse of a Qualified Indigent Honorably Discharged Veteran may not be buried in the indigent section of a Cemetery pursuant to A.R.S. § 36-831(C). Qualified Indigent Veterans and/or Spouses may be authorized for burial at a Southern Arizona Veteran's Memorial Cemetery, Tucson, AZ, State Veterans Cemetery or other cemetery, pursuant to A.R.S. § 36-831(C). The cost to transport and inter the remains of decedents outside Pima County pursuant to this statute is not the responsibility of the PCPF.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

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

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO 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 at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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 (DO) 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 DO document.

All Invoice documents will reference the County's DO 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 will 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 0 Days as above.

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

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 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 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.

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 DO 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 DO 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).

INVOICES AND PAYMENTS:

The CONTRACTOR(S) will prepare an accurate itemized invoice for services performed, plus any extraordinary fees approved by the PF.

Original invoices will be submitted timely, within 30 days of the receipt of the approval from the Indigent Burial program staff. Original invoices submitted after sixty (60) days will be disallowed.

At a minimum, the invoice must provide the following information:

- Decedent name and date of death
- Date and location of cremation or interment
- Extended price
- Total Amount Due

Problems regarding billing or invoicing will be directed to the PF Burial Coordinator. Invoices will be submitted to:

Pima County Public Fiduciary
 Attn: Burial Coordinator
 32 N. Stone Ave. Floor 4
 Tucson, AZ 85701

UNIT PRICES – Fixed (Net 30-day Payment Terms)

ITEM #	ITEM NAME	UOM	UNIT PRICE \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications		
1	Cremation including Urn (may include non-comingled Skeletal remains)	Each	\$500.00
2	Interment of Cremains in Pima County Cemetery columbaria	Each	\$10.00
3	Burial, with liner, casket, opening and closing of gravesite, placement of headstone.	Each	\$1,000.00
4	Transport Fee to Out-of-County Cemetery	Mile	\$0.446
5	Service fee for handling remains of 300 pounds or more	Each	\$100.00
6	Amended Death Certificate filing fee	Each	\$30.00
*Other extraordinary expenses and/or additional supplies may be considered for good cause at the discretion of the Pima County Public Fiduciary for payment at cost, with no mark-up allowed, as demonstrated by the invoice price.			
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.			TOTAL ESTIMATED ANNUAL SHARED BID AMOUNT \$340,000.00

SALES TAX TYPE	TAXING JURISDICTION	SALES TAX %	SALES TAX \$ (IF ANY)
Materials/Parts/Equipment Urn, Casket	ARIZONA + city	8.6%	DEPENDENT ON SERVICE ORDER

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 and to the location(s) on the DO document.

Contractor guarantees delivery of product or service. 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 itemize them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 289577 including the Invitation for Bids, 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 will be placed with companies licensed in the State of Arizona and the insureds will 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 will 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. 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 will include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

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 will 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 will 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 will 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 will stipulate that the insurance afforded the Contractor will be primary and that any insurance carried by Pima County, its agents, officials, or employees will be excess and not contributory insurance.

Insurance provided by the Contractor will 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 will include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor will furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer will 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 will be sent directly to the appropriate County Department. The Certificate of Insurance will 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: N/A

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
3	5-3-18				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? 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: Adair Funeral Homes, Inc.
 BUSINESS ALSO KNOWN AS: Adair Funeral Home
 MAILING ADDRESS: 1050 N. Dodge Blvd.
 CITY/STATE/ZIP: TUCSON, AZ 85716
 REMIT TO ADDRESS: 1050 N. Dodge Blvd.
 CITY/STATE/ZIP: TUCSON, AZ 85716
 CONTACT PERSON NAME/TITLE: Arthur R. Adair - PRESIDENT
 PHONE: 520-326-4343 FAX: 520-326-3591
 CONTACT PERSON EMAIL ADDRESS: AdairFuneralhome@AOL.com
 EMAIL ADDRESS FOR ORDERS & CONTRACTS: AdairFuneralhome@AOL.com
 CORPORATE HEADQUARTERS ADDRESS: 1050 N. Dodge Blvd. Tucson, AZ 85716
 WEBSITE: AdairFuneralhomes.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 must constitute a firm offer and upon the issuance of a MA or PO 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: Arthur R. Adair DATE: 5-3-18

Arthur R. Adair - PRESIDENT
 PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-326-4343 AdairFuneralhome@AOL.com

County Attorney Contract Approval "As to Form":

Approved as to form:

Tobin Rosen, Deputy County Attorney Date _____

PIMA COUNTY STANDARD TERMS AND CONDITIONS**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 as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (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 one or more Contractor(s) that submitted the lowest responsive bid(s) that COUNTY determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid or Proposal document, COUNTY will determine the low or 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 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 responses.

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 proposals 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 a proposal, 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 will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will 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 the COUNTY's Procurement Code requires. 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 the consideration that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. 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. Such extension of delivery times will not be valid unless an authorized representative of COUNTY extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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.

Contractor is not 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. No verbal agreement for adjustment is acceptable.

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 place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and COUNTY may return such goods 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

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 delivery meets 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 should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should 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 MA or Purchase Order ("PO") 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 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 of cancellation of the MA, PO 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 sustained by COUNTY 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 provided by law or under the contract.

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 proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If COUNTY finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then COUNTY will terminate any contract so awarded and that person or entity will be liable for all damages that COUNTY sustains.

4.2.1

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 has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of 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 MA, PO, 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:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless

from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating 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.

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 MAs or POs 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 in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and 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 reasonably requested by COUNTY 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 has 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.

4.2.2

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 in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any MA, PO, Delivery Order, 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 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 MA or PO that COUNTY awards 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 MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that COUNTY does not have authority to enter into the MA or PO, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

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 that it directly employs. 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 that a court finds 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 COUNTY otherwise specifies and agrees in writing, 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



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1800000000000000311

MA Version: 1

Page: 3 of 4

Description: Decedent Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: JENNIFER MOORE
	Phone: 5207248164
	Email: jennifer.moore@pima.gov

T E R M S	Initiation Date: 08-01-2018
	Expiration Date: 07-31-2019
	NTE Amount:
	Used Amount: \$0.00

V E N D O R	The McDermott Group LLC	Contact: Christopher McDermott
	DBA: OASIS Cremation & Funeral Care	Phone: 520-347-4443
	1687 W Prince Rd #101	Email: mcdermottgroupaz@gmail.com
	Tucson AZ 85705	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$340,000.00 and includes four one-year renewal options. Attachments: Offer Agreements - Adair Funeral Home and The McDermott Group, LLC	

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

PIMA COUNTY

Master Agreement No: 1800000000000000311

MA Version: 1

Page: 4 of 4

Line	Description					
1	Cremation including Urn					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500.00			
4	Burial w/liner,casket, open/close grave, headstone placement					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,000.00			
6	Transport Fee to Out-of-County Cemetery					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$0.446			
7	Internment of Cremains in Pima County Cemetery Columbaria					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.00			
8	Service Fee for handling remains 300+ pounds					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
9	Amended Death Certificate Filing fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
10	Extra Ordinary Expense Authorized by the Public Fiduciary					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Decedent Services on an "as required basis" by issue of Delivery Order ("DO").

In complying with Arizona Revised Statutes invitation for bids, it is the intent of Pima County, through its designation of the Office of the Pima County Public Fiduciary ("PCPF"), by this solicitation to request bids for services and enter into an agreement(s) with qualified licensed CONTRACTOR(S) to provide mortuary and cemetery services for bodies and human remains that are within the jurisdiction of Pima County.

Pima County is responsible for decedents whose death occurs in Pima County and who are indigent and have no other person or entity willing or financially able to bury or provide other funeral and disposition arrangements pursuant to A.R.S. § 36-831 et seq., A.R.S. §§ 11-201, et seq., 11-251. Pima County receives 1,200 community inquiries annually and approximately 35% are approved for County Indigent Decedent Services. PCPF has 465 cremations and 13 burials in fiscal year 2017.

The CONTRACTOR(S) will provide quality professional services of burial, cremation, transport or cemetery services under license and in good standing with the State of Arizona Corporation Commission, the Arizona State Board of Funeral Directors and Embalmers and the State Board of Realtors.

The COUNTY designates PCPF as the agent for PIMA COUNTY for the purpose of administering this Contract and serving as the "County Representative" and enforcing the applicable policies and guidelines.

The County reserves the right to add additional contractors, at the County's sole discretion, to satisfy the County's needs or to ensure adequate competition on any project or task order.

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

Contract extensions, renewals, or revisions will occur 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, 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:

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.

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products contained herein.

Contractor will research the issuing licensing agency (State of Arizona Board of Funeral Directors and/or requirements to perform the requested work, will list **currently active** license number(s), Description & Class for the required licenses, and will agree to maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) business days of any change in license status.

Any funeral establishment(s) and crematory(ies) providing services under this Contract must be licensed pursuant to A.R.S. Title 32, Article 4 and A.R.S. Title 32, Article 6, 32-1393. A CONTRACT PROVIDER whose license is suspended, revoked or undergoing disciplinary action by any regulatory agency of the State of Arizona is prohibited from being a CONTRACT PROVIDER under this Contract. A history of non-compliance with the terms of this contract, the governing authorities or the COUNTY directives and policies may also result in a denial to provide professional services.

Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the Offeror's bid to be rejected as **Non-Responsive**.

Check appropriate response certifying agreement with the requirement and as applicable, the appropriate response certifying requested information/document is provided to substantiate meeting the minimum qualification.

MQ No.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Responsible: 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.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2	Funeral establishments will be licensed and in "Good Standing" with the State of Arizona Board of Funeral Directors.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor will provide all services required to care for decedent (body or remains) to final deposition, either cremation or burial, as indicated below:

General Services:

CONTRACTOR(S) provide services in a professional manner, maintain applicable licensees and ensure performance in a manner consistent with all applicable state, federal and local laws, rules, codes, industry regulations, professional standards, specifications, usages and customary practices, County policies and procedures and the terms of this contract and any other applicable governing authority. The CONTRACTOR(S) specifically warrants that it will adhere to the Arizona State Health Department ordinances and the Arizona State Board of Funeral Directors and Embalmers ordinances.

The CONTRACTOR(S) will treat the families, other providers and professionals, the Medical Examiner and the COUNTY with courtesy and strive to ensure transparency and enhance cooperation on all matters.

CONTRACTOR(S) will maintain properly equipped systems and resources to accommodate the CONTRACTOR(S) normal level of business and the additional number of bodies and human remains generated by participation in this contract during an assigned rotation or if required by the County outside of the assigned Rotation Schedule.

CONTRACTOR(S) will place a public record notice in a newspaper with general circulation in Pima County within one week (five days) of receiving the remains.

Records: CONTRACTOR(S) will keep interment records for the Pima County Cemetery as required by the PCPF and on forms provided by the COUNTY. Such records will include all urned cremains and casket interments as well as grave/columbarium location, date of placement and grave location of all remains contained in a casket. The COUNTY will designate grave /columbarium locations for decedents interred on County property. In the event that the interment occurs at a Pima County contracted cemetery or authorized cemetery, CONTRACTOR(S) will be responsible for providing proof of delivery, which will include at a minimum location of gravesite, date of delivery, etc.

Chain of Custody of Decedent's Belongings: The CONTRACTOR(S) will keep a detailed log of personal property and money found on the decedent at the time of removal from the place of death or from the Pima County Forensic Science Center (PCFSC). Within twenty-five (25) business days after pick-up of the remains, personal property of the decedent will be transferred and released to the Pima County Public Fiduciary. Transfer and release of property will be documented by a detailed listing, printed and signed receipt. The PF will assume custodianship of the decedent's property and money in accordance with A.R.S §11-600C. Remains picked-up at the PCFSC, the ME will provide a list and receipt of decedent personal property released to the Contractor.

Professional Administration Services: These services include processing and filing for a death certificate with the Pima County Health Department, Vital Records division, handling of personal effects, preparing the invoice and supporting documentation and communication(s) with the PCPF.

PCPF reserves the right to be present and/or inspect the procedures of the CONTRACTOR(S) from the time the CONTRACTOR(S) claims the body, until cremation is complete or transport of remains to cemetery.

Permits: CONTRACTOR(S) will secure and provide the cremation and burial permits as required by the State of Arizona.

Death Certificate: CONTRACTOR(S) will file a death certificate for acquiring a burial/cremation permit.

Rotation Schedule performance of duties:

"On Call" Rotation Schedule: All CONTRACTOR(S) selected to participate in a Contract with Pima County (COUNTY) will be scheduled to serve "On Call" during an assigned monthly period to provide the services described herein. Services must be available on a twenty-four (24) hour, seven (7) day a week basis. CONTRACTOR(S) will provide twenty-four (24) hour phone service to receive and process calls for removal services. Contractor will have the proper resources to respond to any location within Pima County. The CONTRACTOR(S) will have the appropriate backup coverage necessary to provide services in a timely manner.

Rotation List: CONTRACTOR(S) will be placed on a "Rotation List" with other providers and the provision of services will be utilized by the County on a monthly rotating basis. It is within the sole discretion and determination of PCPF as to the scheduling of CONTRACTOR(S) to perform the services set forth herein. Rotation Schedule will be prepared by PCPF annually, in conjunction with the term of the contract, and will be provided to the CONTRACTOR(S) with the dates for the monthly period(s) assigned by the PCPF. PCPF may revise the "Rotation Schedule" when deemed necessary and will provide notification to all CONTRACTOR(S) and the Medical Examiner of any changes or revisions to the rotation schedule.

In the event that during an assigned monthly rotation the Contractor is nearing or reaches storage capacity, it must notify the PCPF immediately.

Transportation services include picking up and transporting the decedent to the mortuary. Transportation services will be performed from the place of death, or upon release by the Medical Examiner, to the mortuary for completion of final arrangements. The CONTRACTOR(S) will transport the body to the designated cemetery and grave location or crematory.

Vehicles, Equipment, Personnel and Safety Requirements: Vehicles, equipment and personnel equipped and capable without external assistance to provide transportation for up to two decedents simultaneously in safe operating condition, mechanically sound and capable of responding within the legal boundaries of Pima County. Provider's equipment to include: Gurneys, collapsible stretchers/cots to ensure proper and safe removal of human remains in accordance with the safety requirements and guidelines customary to the profession, utilizing protective clothing, gloves, masks, lifting and removal procedures.

Appropriate Presentation: Vehicles and equipment maintained in a clean and presentable condition, exhibiting no major dents or damage to provide transportation to the designated destination as directed by an eligible party providing notification of need in a CONTRACTOR'S vehicle that is suitable and appropriate. Personnel whose appearance presents as clean, neat and properly attired for the type of removal requested.

Removal Services – Response Times:

Scene of Death: Removal services may include the pick-up of remains from the scene of an accident, a nursing home, adult care/assisted living facility, private residence and any other location that does not have the storage capacity to refrigerate and preserve the remains. *The CONTRACTOR(S) will pick up the human remains from the scene of death within a reasonable response time upon contact by any "eligible party" providing notification of need. An "eligible party" includes law enforcement or medical facility representative. A general guideline for determining reasonableness of response time is as follows: The "On Call" CONTRACTOR responds by arriving equipped to perform removal of the decedent within one (1) hour of actual notification if located within city limits; plus driving time for locations outside city limits.*

Hospitals: Removal services may include the pick-up of remains from certain facilities that have storage and refrigeration capacity. Such facilities may designate a certain day/time for pick-up of a decedent. *The CONTRACTOR(S) will pick up the human remains from the hospital within a reasonable response time, as mutually agreed to by both parties, upon contact by any "eligible party" providing notification of need. An "eligible party" includes facility representative or staff of PCPF.*

Pima County Forensic Science Center: The PF ("eligible party") will call and arrange for removal of bodies under the care of the ME. The Contractor will be required to pick-up and transport the decedent(s) to their mortuary within 24 hours of notification from the PF. Pick-up schedule will be dictated by the ME and is subject to change. Currently the pick-up schedule is M – F 9:30 a.m. – 10:30 a.m. and 2:00 p.m. – 3:00 p.m., Saturday 9:30 a.m. – 11:30 a.m.

At the time an "eligible party" makes a request for removal service, the decedent may not have yet been approved for the County Indigent Program services. Therefore, the CONTRACTOR(S) is assuming an entrepreneur opportunity and risk for the costs and responsibilities associated with removal, transportation, refrigeration and the final disposition of the decedent.

Refusal to perform services or untimely performance of services may result in the suspension and or termination of the CONTRACTOR'S contract.

Mortuary:

Refrigeration: The mortuary must have refrigerated storage areas equipped to handle six (6) or more deceased bodies and or human remains.

Viewing: Viewing of the deceased prior to burial or cremation by family members is at the discretion of the Contractor. PCPF will not pay any additional fee for viewing services.

Cremation Services:

PCPF is responsible to complete the due diligence to locate the appropriate authorizing agent and obtain written consent to cremate the decedent. Upon demonstration that the due diligence was performed and there is no authorizing agent available to consent for cremation, PCPF may provide the consent pursuant to A.R.S. § 32-1365.02(F). Upon notice by PCPF, within ten (10) days of notice, the decedent will be cremated by the CONTRACTOR.

Body cremation preparations will be carried out in a dignified manner, and an appropriate cremation container will be used. Distribution of cremains will be performed in accordance with the approval authorization. The CONTRACTOR(S) will place the cremains in a **plastic urn** properly tagged, marked, logged, labeled and reconciled by identification tag to all supporting records prior to distribution.

The CONTRACTOR(S) will coordinate the release of the cremains to a party designated by the PCPF. The CONTRACTOR will store the cremains up to 120 days after the agreed upon pick-up date. Indigent cremains without known next-of-kin, John/Jane Does or cremains not picked up in 120 days must be interred at the Pima County Cemetery columbarium. Contractor will inter remains at the Pima County columbarium once a month.

Veterans and Veteran's Spouses, who are indigent Burial program eligible, may elect cremation as an option to burial for the decedent's final disposition.

Skeletal Remains will be cremated as requested by the PCPF.

Burials Services:

Casket: Individuals approved for Indigent Burial by the PCPF will be placed in a casket. The required casket is a PBF C32 (2 piece steel screw down flattop, flannel, foam bed and pillow) or an approved equivalent. Cremation boxes are not an acceptable container for interment burial purposes.

Interment Services: Final disposition arrangements include transportation to the Pima County Cemetery, Veteran Cemeteries in Arizona and any other approved cemetery located in Pima County, AZ. The cost to transport and inter remains outside Pima County is not the responsibility of the PCPF. The CONTRACTOR(S) will notify the receiving PROVIDER of the need to prepare the gravesite and calendar the interment, communicating responsibly with the family or designee.

Public attendance during interment and graveside services are not permitted.

Decedents approved for burial by the PCPF at the Pima County cemetery, located at 3015 N. Oracle Road, Tucson, Arizona, will be interred within fifteen (15) business days after notification is issued to the CONTRACTOR(S). CONTRACTOR will provide backhoe and rigging services in the pre-excitation, liner rigging and placement, and dirt closure of indigent burial plots located at Pima County Cemetery. Under guidance of the Burial Coordinator, contractor will prepare gravesite excavations per size specifications provided. Contractor will provide rigging and place grave liners, and final dirt fill of burial plots. Contractor will be responsible for providing and maintaining in serviceable condition all excavating and rigging equipment

Non-County Cemetery Burial: The PCPF may authorize burial of a decedent at a cemetery other than the Pima County Cemetery. Mileage will be reimbursed at the costs listed in section 7. Compensation & Payment, Unit Prices.

The cost to transport and inter the remains outside Pima County is not the responsibility of the PF.

Veteran's Burial: Qualified Indigent Honorably Discharged Veterans and/or the Spouse of a Qualified Indigent Honorably Discharged Veteran may not be buried in the indigent section of a Cemetery pursuant to A.R.S. § 36-831(C). Qualified Indigent Veterans and/or Spouses may be authorized for burial at a Southern Arizona Veteran's Memorial Cemetery, Tucson, AZ, State Veterans Cemetery or other cemetery, pursuant to A.R.S. § 36-831(C). The cost to transport and inter the remains of decedents outside Pima County pursuant to this statute is not the responsibility of the PCPF.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

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

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO 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 at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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 (DO) 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 DO document.

All Invoice documents will reference the County's DO 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 will 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 0 Days as above.

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

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 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 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.

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 DO 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 DO 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).

INVOICES AND PAYMENTS:

The CONTRACTOR(S) will prepare an accurate itemized invoice for services performed, plus any extraordinary fees approved by the PF.

Original invoices will be submitted timely, within 30 days of the receipt of the approval from the Indigent Burial program staff. Original invoices submitted after sixty (60) days will be disallowed.

At a minimum, the invoice must provide the following information:




- Decedent name and date of death
- Date and location of cremation or interment
- Extended price
- Total Amount Due

Problems regarding billing or invoicing will be directed to the PF Burial Coordinator. Invoices will be submitted to:

Pima County Public Fiduciary
Attn: Burial Coordinator
32 N. Stone Ave. Floor 4
Tucson, AZ 85701

UNIT PRICES – Fixed (Net 30-day Payment Terms)

ITEM #	ITEM NAME	UOM	UNIT PRICE \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications		
1	Cremation including Urn (may include non-comingled Skeletal remains)	Each	\$500.00
2	Interment of Cremains in Pima County Cemetery columbaria	Each	\$10.00
3	Burial, with liner, casket, opening and closing of gravesite, placement of headstone.	Each	\$1,000.00
4	Transport Fee to Out-of-County Cemetery	Mile	\$0.446
5	Service fee for handling remains of 300 pounds or more	Each	\$100.00
6	Amended Death Certificate filing fee	Each	\$30.00
*Other extraordinary expenses and/or additional supplies may be considered for good cause at the discretion of the Pima County Public Fiduciary for payment at cost, with no mark-up allowed, as demonstrated by the invoice price.			
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.			TOTAL ESTIMATED ANNUAL SHARED BID AMOUNT
			\$340,000.00

SALES TAX TYPE	TAXING JURISDICTION	SALES TAX %	SALES TAX \$ (IF ANY)
Materials/Parts/Equipment Urn, Casket			

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 and to the location(s) on the DO document.

Contractor guarantees delivery of product or service. 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 itemize them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 289577 including the Invitation for Bids, 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 will be placed with companies licensed in the State of Arizona and the insureds will 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 will 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. 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 will include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

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 will 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 will 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 will 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 will stipulate that the insurance afforded the Contractor will be primary and that any insurance carried by Pima County, its agents, officials, or employees will be excess and not contributory insurance.

Insurance provided by the Contractor will 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 will include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor will furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer will 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 will be sent directly to the appropriate County Department. The Certificate of Insurance will 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: N/A

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
# 3	4-25-18				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? 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: The McDermott Group

BUSINESS ALSO KNOWN AS: OASIS Cremation & Funeral Care

MAILING ADDRESS: 1687 W Prince Rd

CITY/STATE/ZIP: Tucson AZ 85705

REMIT TO ADDRESS: OASIS Cremation & Funeral Care

CITY/STATE/ZIP: Tucson AZ 85705

CONTACT PERSON NAME/TITLE: Chris J McDermott Owner

PHONE: 520 347-4443 FAX: 520-347-3323

CONTACT PERSON EMAIL ADDRESS: mcdermottgroupaz@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: mcdermottgroupaz@gmail.com

CORPORATE HEADQUARTERS ADDRESS: OASIS Cremation & Funeral Care
1687 W Prince Rd Tucson AZ 85705

WEBSITE: oasiscremationandfuneralcare.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 must constitute a firm offer and upon the issuance of a MA or PO 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: May 2 2018

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: Christopher J McDermott Owner 347-⁵²⁰4443

County Attorney Contract Approval "As to Form": mcdermottgroupaz@gmail.com

Approved as to form:

Tobin Rosen, Deputy County Attorney Date _____

PIMA COUNTY STANDARD TERMS AND CONDITIONS**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 as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (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 one or more Contractor(s) that submitted the lowest responsive bid(s) that COUNTY determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid or Proposal document, COUNTY will determine the low or 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 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 responses.

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 proposals 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 a proposal, 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 will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will 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 the COUNTY's Procurement Code requires. 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 the consideration that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. 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. Such extension of delivery times will not be valid unless an authorized representative of COUNTY extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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.

Contractor is not 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. No verbal agreement for adjustment is acceptable.

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 place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and COUNTY may return such goods 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

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 delivery meets 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 should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should 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 MA or Purchase Order ("PO") 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 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 of cancellation of the MA, PO 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 sustained by COUNTY 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 provided by law or under the contract.

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 proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If COUNTY finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then COUNTY will terminate any contract so awarded and that person or entity will be liable for all damages that COUNTY sustains.

4.2.1

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 has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of 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 MA, PO, 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:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless

from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating 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.

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 MAs or POs 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 in the event of a contract award.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and 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 reasonably requested by COUNTY 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 has 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.

4.2.2

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 in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any MA, PO, Delivery Order, 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 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 MA or PO that COUNTY awards 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 MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that COUNTY does not have authority to enter into the MA or PO, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

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 that it directly employs. 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 that a court finds 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 COUNTY otherwise specifies and agrees in writing, 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