

COB - BOSAIR FORM

08/28/2025 4:33 PM (MST)

Submitted by Fred.Leveque@pima.gov



Welcome to the [Board of Supervisors Agenda Item Report \(BOSAIR\)](#) Form.

This form is used to submit agenda items for Board of Supervisors consideration, including contracts, awards, grants, amendments, and other official actions.

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2500000537

Award Type: Award

Requested Board Meeting Date: 09/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Sam Tell and Son Inc. (Farmingdale, New York)

Project Title / Description: Commercial Kitchen Appliances, Equipment and Supplies

Purpose: Award: Supplier Contract No. SC2500000537. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$500,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Sheriff's Department.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-2500009240 was conducted. Five (5) responses were received. Award is to the lowest, responsive and responsible bidder.

RQID: RQ2500009240
Attachments: Notice of Recommendation for Award and Supplier Contract.

Program Goals/Predicted Outcomes: The predicated outcome is to provide County Departments with the most efficient and cost-effective purchasing of these appliances, equipment and supplies.

Public Benefit and Impact: Obtain the best pricing for the purchasing of commercial kitchen appliances, equipment, and supplies.

Budget Pillar • N/A

Support of Prosperity Initiative: N/A

Provide information that explains how this activity supports the selected Prosperity Initiative N/A

Metrics Available to Measure Performance:	Vendor will provide competitive pricing and on time delivery of goods. Performance can be measured by accurate billing and arrival of shipped items to destination.
Retroactive:	NO

Contract / Award Information

Record Number: SC PO SC2500000537	
Document Type:	SC
Department Code:	PO
Contract Number:	SC2500000537
Commencement Date:	10/09/2025
Termination Date:	10/08/2026
Total Expense Amount:	
\$500,000.00	
Total Revenue Amount:	
\$0.00	
Funding Source Name(s) Required:	The Stadium District/Kino Sports Complex-KSC- Fund 2052 Pima County Adult Detention Complex-SD- Inmate Welfare Fund: 20172FD-10973CC

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department:	Procurement
Name:	Fred LeVeque
Telephone:	5207247126

Division Manager/Procurement Officer Signature:	Ana Wilber	<small>Digitally signed by Ana Wilber Date: 2025.08.28 16:43:49 -07'00'</small>	Date:	
Procurement Director Signature:	Bruce D Collins	<small>Digitally signed by Bruce D Collins Date: 2025.08.28 08:53:17 -07'00'</small>	Date:	
Department Director Signature:			Date:	

Deputy County Administrator Signature: _____

Date: _____

8/29/15

County Administrator Signature: _____

Date: _____

8/31/2015



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 08/29/2025

The Procurement Department hereby issues formal notice to respondents to IFB-2500009240 for Commercial Kitchen Appliances, Equipment and Supplies that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after September 16, 2025.

Award is recommended to the lowest, responsive and responsible Bidder.

<u>AWARDEE NAMES</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Sam Tell and Sons, Inc	\$466,265.78	\$500,000.00 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Douglas Food Stores Inc	\$308,555.77 *
Chef's Deal Restaurant Equipment Company	\$486,894.09
Curtis Restaurant Equipment	\$511,337.00
Cook's Direct Inc	\$561,024.55

* Vendor did not bid all items.

Issued by: Fred LeVeque, Procurement Officer

Telephone Number: 520-724-7126

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

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

AW

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000537
Contract Start Date	10-09-2025
Contract End Date	10-08-2026
Payment Type	Warrant/Check
Buyer	Fred Leveque
Phone Number	
Email	

Page

1 of 1

Supplier:	Contract Name:
Sam Tell & Son Inc 300 Smith St. Farmingdale, NY 11735	COMMERCIAL KITCHEN APPLIANCES, EQUIPMENT AND SUPPLIES

Supplier Contact and Payment Terms: Phone: +1 (631) 5019700 Email: governmentsales@samtell.com Terms: Net 30 Days:	Shipping Method		Delivery Type		FOB	
	Vendor Method		Standard Ground		FOB Dest, Freight Prepaid	
	Currency	NTE Amount		Used Amount		
	USD	500,000.00		0.00		

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$500,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB-2500009240

Title: COMMERCIAL KITCHEN APPLIANCES, EQUIPMENT AND SUPPLIES

DUE IN AND OPENS: August 20th, 2025 AT OR BEFORE 2:00 PM LOCAL TUCSON, AZ TIME (MST)

Submit Bid to:

Online submissions to the BidNet solicitation portal only

Pre-Bid Conference:

August 6th, 2025 AT 2:00 PM LOCAL TUCSON AZ TIME (MST)
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701
MS Teams Meeting Link: [Join the meeting now](#)

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible, and willing to provide COMMERCIAL KITCHEN APPLIANCES, EQUIPMENT AND SUPPLIES in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Commercial Kitchen Appliances, Equipment and Supplies, per specifications and requirements described herein.

You may download a full copy of this solicitation at <https://www.bidnetdirect.com/solicitations/open-bids/> by searching and selecting the solicitation number. Offerors are required to check this website for amendments prior to the **"Due In and Opens"** date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays (as observed by County, <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=2976>), 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

PRE-BID CONFERENCE: County will hold a Pre-Bid Conference, via an MS Teams Meeting only, for the purpose of clarifying requirements and answering prospective Offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged. Remote participation is via the MS Teams Meeting link included above.

MS TEAMS BID OPENING: County will publicly open bids, via an MS Teams Meeting only, immediately after the **"Due In and Opens"** date and time at the location as stated above or as subsequently changed by a solicitation amendment. County will read each respondent's name and total bid amount. County invites all interested parties to attend the opening. Remote participation is via the following MS Teams Meeting link: [Join the meeting now](#).

Offerors must submit bids as required in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a bid as **"Non-Responsive."**

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions or deviation requests through the BidNet solicitation portal.

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation **"Due in and Opens"** Date and Time.

INSTRUCTIONS TO OFFERORS

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE **"NON-RESPONSIVE"**

1. PREPARATION OF RESPONSES

Offeror's submission must use the forms contained in the solicitation. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate, indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT for COMMERCIAL KITCHEN APPLIANCES, EQUIPMENT AND SUPPLIES

An authorized representative of Offeror **MUST** complete the Offer Agreement document and sign the Section 17 Bid/Offer Certification page of the Offer Agreement, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **"Due In and Opens"** date. Once County accepts and executes the Offer Agreement, as described below in Section 10 Award of the Instructions to Offeror and Section 2 Contract Term, Renewals, Extensions and Revisions of the Offer Agreement, the Offer Agreement becomes a binding contract between Offeror and County for the goods and services described therein.

2.1. Contractor Minimum Qualifications

In order for County to evaluate and consider bids for award, they must be **"Responsive"** and **"Responsible"**. **"Responsive"** means that the submitted bid documents conform in all material respects to the requirements in the solicitation. **"Responsible"**, means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires. The Contractor Minimum Qualifications section of the Offer Agreement establishes the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract, Offeror must submit with the Offer Agreement all documents specified in Section 3 Contractor Minimum Qualifications of the Offer Agreement. If requested in that section, Offeror must list the license numbers or descriptions and other information requested.

2.2. Unit Prices & Bid/Offer Certification

Offerors must fully complete unit prices in the **Documents and Items** tab in the BidNet solicitation portal. If the bid is submitted without this section completed County will not be able to evaluate your bid and it will be rejected as **"Non-Responsive"** without exception. When using a spreadsheet template to upload pricing it is imperative that Offeror confirm pricing uploaded correctly to the **Documents and Items** tab **PRIOR** to submission.

Unless otherwise stated, Offeror must provide a Unit Price for all items included in the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror's unit prices must not include taxes applied to the unit price and legally applicable to County purchase transactions. Offeror's unit prices must include all costs incidental to the provision of the good or services being solicited. Offerors must price each item separately.

County may question, clarify, and correct obvious errors.

3. SPECIFICATION DEVIATIONS

The specifications of the Offer Agreement identify the kind and quality of goods or services Offeror will provide without being unnecessarily restrictive and allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models, and numbers, when given, identify a level of quality, equivalent performance, and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements in the solicitation.

Offeror may request deviations that specifically document and clearly illustrate the requested deviation to the particular specification or the requirement in this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial **"Due In and Opens"** date. County may not answer requests submitted within eight (8) days of the **"Due In and Opens"** date. County may accept or reject deviation requests in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as **"Non-Responsive"** and may not evaluate them.

4. SUBMISSION OF BIDS

County will consider Offeror's submission of a signed Offer Agreement to be a firm offer that will become a binding contract once County issues a system-generated Supplier Contract (SC) or Purchase Order (PO) to the successful Offeror.

Offerors must complete, execute, and submit their full and complete response online to the BidNet solicitation portal.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. All eighteen (18) pages of the Offer Agreement, with the following sections and their requirements completed by the Offeror:

- **Section 3: Contractor Minimum Qualifications and supporting documents (check appropriate answer and include supporting documents)**
- **Section 5: Sustainability**
- **Section 8: Compensation & Payment**
- **Section 15: Acknowledgement of Solicitation Amendments**
- **Section 16: Small Business Enterprise (SBE) Certification**
- **Section 17: Bid/Offer Certification Page**

NOTE: Insurance certification, and Performance Bond if applicable, documents will be required from the successful Offeror within two (2) business days after County posts the Notice of Recommendation for Award on the Procurement website.

An authorized agent of Offeror must sign bids and submit their response to the BidNet solicitation portal and not later than the **"Due In and Opens"** date and time specified in the IFB.

County will not accept emailed or faxed bids. Only bids submitted through the BidNet solicitation portal will be accepted.

For any technical issues related to downloading or uploading solicitation documentation and/or submittals, please contact BidNet Direct Vendor Support at 800-835-4603, option 2. Additionally, please notify the Procurement Officer of any issues preventing you from submitting a response. **Once the solicitation has closed, County will not be able to accept your submission if you were unable to submit a response for any reason, including technical issues with BidNet.**

Offeror's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as **"Non-Responsive"** and not evaluate it.

5. INQUIRIES & CLARIFICATIONS

All inquiries to County regarding this solicitation must be submitted via the BidNet solicitation portal. No oral interpretations or clarifications made by County to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a solicitation requirement is needlessly restrictive, unfair, or unclear, Offeror must notify the Pima County Procurement Department in writing identifying the solicitation number, page and paragraph number and clearly state the issue and suggested solution prior to the **"Due In and Opens"** date. County will respond to inquiries and issue clarifications through the BidNet solicitation portal and/or by written solicitation amendment posted to the BidNet solicitation portal. County may not answer issues identified less than eight (8) days prior to the **"Due In and Opens"** date.

6. OPENING

County will publicly open responses on the date stated in the IFB. County will read each respondent's name and the total bid amount. County invites all interested parties to attend the bid opening via the MS Teams link provided in the IFB.

7. EVALUATION

County will tabulate responses that are **"Responsive"** and **"Responsible"** to determine which are most advantageous to County considering the specifications stated in the Offer Agreement and other relevant factors. County will determine the low or lowest bids considering all items listed in the Unit Price Schedule. Unit prices prevail in the event of an extension error.

County may: 1) waive informalities in the bid or bid procedure; 2) 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 Pima County Procurement Code Section 11.32; 3) reject any and all responses; 4) re-advertise for bids previously rejected; 5) otherwise provide for the purchase of such equipment, supplies materials and services as required herein; 6) 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) 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 submitted by Offeror.

7.1. SMALL BUSINESS ENTERPRISE PREFERENCE

Any contract funded in any amount with federal funds is not eligible for the Small Business Enterprise (SBE) preference.

For bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson with their bid. The certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If an SBE firm is the successful Offeror, the contract will include the unit prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification document which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: http://www.tucsonprocurement.com/bidders_SBE.aspx.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

8. AWARD NOTICE

County will post a Notice of Recommendation for Award ("NORFA") for the IFB on the BidNet solicitation portal and the Procurement Department will maintain the tabulation of bids, available for review by interested parties. Offerors that submitted a bid in response to the IFB may also receive an email notice from the Procurement Department of the posting of the NORFA. County will not provide the results of this solicitation in any other manner, or at any time prior to the posting of the NORFA.

9. PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. County's protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available at [Pima County Code | Pima County, AZ](#). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the [BidNet Portal](#) **without regard to whether County issued individual notices**. Offerors are responsible for checking the website.

10. AWARD

If County makes an award, County will enter into a contract with one or more Contractor(s) that submitted the lowest responsive bid(s) that County determined "**Responsible**" for providing the required goods or services. Either the Procurement Director or Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County may obtain like goods or services from other sources.

11. DOCUMENTS MARKED CONFIDENTIAL

County must comply with 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. The Offer Agreement includes a specific provision about public records in Section 18. Please note that all records submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records and are subject to release or review by the general public upon request, including competitors. Under County policy, if Offeror reasonably believes that some of the records that will be submitted to County in response to this solicitation contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "**CONFIDENTIAL**". If County received a public-records request for records marked **CONFIDENTIAL**, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror 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.

Offeror must also provide County with an index specifically identifying and describing the general contents of each page **CONFIDENTIAL**. The index is also a public record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

END OF INSTRUCTIONS TO OFFERORS

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with COMMERCIAL KITCHEN APPLIANCES, EQUIPMENT AND SUPPLIES on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

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 the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor has been in the business of COMMERCIAL KITCHEN APPLIANCES, EQUIPMENT AND SUPPLIES for a minimum of two (2) consecutive years. Include one (1) copy of licenses with the Offer Agreement.	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. General Specifications

Commercial grade kitchen appliances and concession equipment, and various kitchen supplies.

4.2. Item Specifications

Large Kitchen Appliances (to include but not limited to):

- Refrigerators
- Freezers
- Ice Makers
- Oven Ranges
- Proofing Cabinets

Small Kitchen Equipment (to include but not limited to)

- Convection Ovens
- Shaved Ice Machines
- Food Warmers
- Coffee Makers
- Condiment Pumps

Kitchen Supplies (to include but not limited to):

- Food Prep Stainless Steel Top Worktables
- Utensils
- Ice Totes/Buckets
- Table Skirt
- Carts
- Trays

Warranty: Large appliances and small kitchen equipment must come with a manufacturer warranty (minimum one (1) year).

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse.
- ☐ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☐ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

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

Pursuant to the executed SC, County departments requiring the goods or services described 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 SC 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 amendment 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 County's 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.

7. ACCEPTANCE OF GOODS & 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.

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

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

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

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 include 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.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price – (List price x Discount %) = Discounted Unit Price

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does 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.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes 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 DO to County's 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 Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within _____ Days as indicated above.

8.8. Invoicing

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

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

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).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and

conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. 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 Standard Terms and Conditions and to the location(s) on the DO document.

County Wide

Contractor guarantees delivery of product or service in less than thirty (30) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County. Contractor will contact department listed on the PO with 24 hour notice to inform of expected delivery. Deliveries shall be made Monday-Friday during each department's business hours.

Contractor will inform the department listed on the PO of any delivery delays.

Contractor will replace goods found to be in any damaged condition upon receiving delivery.

Contractor delivery vehicle must come with a lift that can securely unload large equipment.

Contractor must provide a packing slip for all deliveries made.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, 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.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-2500009240 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, 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.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect 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 County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. 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. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.1.4. Professional Liability (E&O) Insurance

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-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.

13.2.2. Additional Insured Endorsement

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

13.2.3. Subrogation Endorsement

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

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

13.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.**13.2.6. Subcontractors**

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

13.3. 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 must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

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

13.5. Approval and Modifications

County's 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. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. PERFORMANCE BOND

Not applicable to this contract.

15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? 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.

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME:

SAM TELL AND SON INC.

BUSINESS ALSO KNOWN AS:

SAM TELL AND SON INC.

MAILING ADDRESS:

300 Smith St. Farmingdale, NY 11735

CITY/STATE/ZIP:

REMIT TO ADDRESS:

300 Smith St. Farmingdale, NY 11735

CITY/STATE/ZIP:

CONTACT PERSON NAME/TITLE:

Marc Tell CEO

PHONE:

(631) 501-9700

FAX:

CONTACT PERSON EMAIL ADDRESS:

ktonn@samtell.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS:

Governmentsales@samtell.com

CORPORATE HEADQUARTERS ADDRESS:

300 Smith St. Farmingdale, NY 11735

WEBSITE:

samtell.com

By signing and submitting the Offer Agreement, 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 County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's 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 contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE:



DATE:

8/11/2025

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL:

County Attorney Contract Approval "As to Form".

Approved As to Form:

Deputy County Attorney

Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. 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 may cancel the order or extend delivery times at no cost to County. Any 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 may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may 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.

5. 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 and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County 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.

6. 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.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item 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. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof 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. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a 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.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract 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 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 any cooperative agreement with another public agency. 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>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any 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 contract and any SC, 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.

11. 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, including attorney's fees 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 contract and any SC, PO or associated orders. 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.

12. 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.

13. 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 interpretation and construction of this contract, and 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.

14. 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.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. 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.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's 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.

18. 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.

Contractor agrees to waive confidentiality of any price terms.

19. 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 described 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.

20. 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.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, 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 by County before the effective date of the termination.

23. 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: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is 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 County's Merit System. Contractor is responsible for paying 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.

25. BOOK 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.

26. COUNTERPARTS

The parties may execute the SC 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 SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

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

28. 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 contract and any SC, PO, or DO 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.

29. 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.

30. 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.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, 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. §§ 41-4401 and 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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.

32. 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.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS