



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

Requested Board Meeting Date: 05/19/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Adair Funeral Homes, Inc. dba Adair Funeral Homes

Project Title/Description:

Mortuary and Cremation Services

Purpose:

Amendment of Award: MA # 14-475 , Version 2 to increase the annual award amount by \$100,000.00 to \$289,000.00.

IFB #134167 was conducted and this contract was initially awarded by the Procurement Director on 06/19/14 in the annual award amount of \$189,000.00 with four one-year renewals of which none have been previously executed. The current annual award amount is \$189,000.00. The contract termination date is 08/17/15 and has an unused amount of \$11,495.00. The requested increase plus the unused amount will total \$111,495.00 of available funds, which is anticipated to satisfy requirements for the current contract term. The new annual award amount will be \$289,000.00 and applied the current term and to future contract renewal terms. Major User and Administering Department: Public Fiduciary.

As required by Pima County Contracts Policy D 29.4, XIII. Contract Modifications, amendments to contracts involving expenditures in excess of \$250,000 per year, must be approved by the Board of Supervisors. The Amendment of Award includes the authority for the Procurement Department to renew the contract considering actual usage and anticipated requirements without further action by the Board of Supervisors provided that the contract amount does not exceed the contract annual award amount.

Procurement Method:

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 05/04/15 PM12:39

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____
Funding Source(s): General Funds?

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 14-475
Amendment No.: N/A AMS Version No.: 2
Effective Date: 05/19/15 New Termination Date: N/A
☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$100,000.00
Funding Source(s): General Fund

Cost to Pima County General Fund: \$100,000.00

Contact: Jennifer Moore, Commodity Contracts Officer 10 5/4/15
Department: Procurement Telephone: 520.724.8164
Department Director Signature/Date: L. H. Williams 5/7/15
Deputy County Administrator Signature/Date: Tom Burlin 5-6-15
County Administrator Signature/Date: C. R. Durberry 5/6/15
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1400000000000000475

MA Version: 2

Page: 1

Description: Mortuary and Cremation Services IFB 134167

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: JENNIFER MOORE Phone: 5207248164 Email: jennifer.moore@pima.gov</p>	T E R M S	<p>Initiation Date: 05-19-2015 Expiration Date: 08-17-2015</p> <p>NTE Amount: \$289,000.00 Used Amount: \$177,505.00</p>
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V E N D O R	<p>ADAIR FUNERAL HOME INC 1050 N DODGE BLVD TUCSON AZ 85716</p>	<p>Contact: ARTHUR R ADAIR Phone: 520-326-4343 Email: adairfuneralhome@aol.com Terms: 0.0000 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	STANDARD GROUND
FOB:	FOB Dest, Freight Prepaid
Modification Reason This MA Version 2, increases the annual award amount by \$100,000.00 to \$289,000.00 as approved by the Board of Supervisors 05/19/15. All other rates, terms and conditions remain the same.	

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.

Number of Attachments: 2

Attachment Names: Pima County Offer Agreement Mortuary Cremation IFB 134617 Adair.pdf, MA 14_475_BOSAIR_AM_051915 Mortuary Cremation Services V2.pdf



MASTER AGREEMENT DETAILS

Master Agreement No: 1400000000000000475

MA Version: 2

Page: 2

Line	Description					
2	A Liner for burial at Pima County Cemetery Only					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$220			
3	A Casket for decedents weighting up to 175 lbs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$245			
4	A Casket for decedents weighting between 175 to 300 lbs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$245			
5	A Casket for decedents weighting over 300 lbs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$650			
6	A Embalming Over 18 months of age					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$350			
7	A Trans from mortuary to the cemetery designated by PCF					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50			
8	A Trans from mort to cemetery designated by PCF					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200			
9	Handling Charge Oversized pickup mort cremation transport					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$250			
10	B Liner at PCC under 18 months					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100			
11	B Casket under 18 months					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$175			
12	B Embalming under 18 months					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50			
13	B Transport from mortuary to cemetery under 18 months					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
14	B Trans to cemetery over 30 miles under 18 months					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200			
15	C Visitation at viewing room max of 2 hours					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
16	D Vetern Casket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$245			
17	D Vetern Embalming					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$350			
18	D Vetern Cremation					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$695			
19	D Vetern Urn					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25			
20	D Transportation to National Cemetery in Sierra Vista					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200			
21	Cremation/cremation unit decedent weighting up to 175 lbs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$695			
22	Cremation/cremation unit decedent weight 175 to 300 lbs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$795			
23	Cremation/cremation unit decedent weight over 300 lbs					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$995			



MASTER AGREEMENT DETAILS

Master Agreement No: 1400000000000000475

MA Version: 2

Page: 3

Line	Description					
25	Cremation/cremation unit full body partially decomposed					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$695			
26	Cremation/cremation unit full skeletal more than half					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$695			
27	Cremation and unit less than half skeletal remains					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$300			
28	Visitation at viewing room max of 2 hours					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0			
29	Urn heavy duty plastic					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25			
30	Transport Placement of Urns in PC Columbarium Monthly Trip					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$10			
31	For Items not specifically listed					
	Service Contract Amt			Service From	Service To	
	\$0.00			—	—	

OFFER AGREEMENT

Solicitation #: 134167 **Title:** Mortuary and Cremation Services Addendum #2 **Page 1 of 20**

1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" purchase agreement contract to provide Pima County ("County") Public Fiduciary with such quantities of **Mortuary and Cremation Services for the Indigent** as the County may order from time to time by issue of Delivery Orders pursuant to a resulting executed and effective Master Agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County.

The use of this agreement is restricted to the Pima County Public Fiduciary.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

Throughout this agreement and referenced documents the terms Master Agreement, Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

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

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement, Delivery Order document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement.

Refer to Exhibit A: Minimum Qualifications:

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Invitation For Bids, Offer Agreement and Standard Terms and Conditions as modified or added to by the following specifications:

Refer to Exhibit B: Scope of Work

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Master Agreement for Recurring requirements and effective on the document's date of issue without further action by either party Master Agreement will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Delivery Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

OFFER AGREEMENT

Solicitation #: 134167 Title: Mortuary and Cremation Services Addendum #2 Page 2 of 20

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

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

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. ALL Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted Order for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement after which the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. **No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.** Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

Unit Prices – Refer to Exhibit C: Price Bid Schedule (revised) (3 Pages)

OFFER AGREEMENT

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8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Supplier guarantees delivery of product or service in accordance with the time frames specified, by task, identified in Exhibit B: Scope of Work after issue date of order or notice to proceed. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 134167 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

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

- a) Commercial General Liability in the amount of \$1,000,000.00 to include Bodily Injury, Property Damage, Products and Completed Operations and Blanket Contractual Operations. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and SUPPLIER. The policy shall be endorsed to contain a waiver of subrogation against Pima County;
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 - c) Workers' compensation coverage including employees' liability coverage.
 - d) Verification of Coverage:
1. Supplier shall provide COUNTY with current executed certificates of insurance and endorsements within two weeks from when the Notice of Award is issued by the County.
 - Each insurance policy must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project.
 - If a policy expires during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
 - Notice of Cancellation: With the exception of (10) ten day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to Pima County.
 2. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an "A.M. Best" rating of A- VI. Pima County in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 3. Supplier's certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier shall furnish, upon request by Pima County, separate certificates and endorsements for each subcontractor.
 4. Any modification or variation from the insurance requirements in this Contract shall be made by the contracting department in consultation with the Division of Risk Management. Such modification will not require a formal Contract amendment, but may be made by administrative action, and without the consent of Contractor, upon notice by County.

All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

OFFER AGREEMENT

Solicitation #: 134167

Title: Mortuary and Cremation Services

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12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	5/19/2014	2	5/19/2014	3	5/19/2014

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes ☐ No ☒ (Select one)

If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

The remainder of this page is intentionally left blank.

OFFER AGREEMENT

Solicitation #: 134167 Title: Mortuary and Cremation Services Addendum #2 Page 5 of 20

15. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: ADAIR FUNERAL HOMES, INC.

BUSINESS ALSO KNOWN AS: ADAIR FUNERAL HOMES

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: adairfuneralhomes@msn.com

CONTACT INFORMATION REGARDING TRANSMITTAL OF ORDERS AND CONTRACT ADMINISTRATION:

CONTACT PERSON NAME/TITLE: JOHN W. CHAPMAN GENERAL MANAGER

PHONE: (520) 326-4343 FAX: (520) 326-3591

CONTACT PERSON EMAIL ADDRESS: jchapman@adairfuneralhomes.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: 1050 N. DODGE BLVD. TUCSON, AZ 85716

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: Arthur R. Adair DATE: 5/19/2014

ARTHUR R. ADAIR PRESIDENT

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 326-4343

County Attorney Contract Approval "As to Form":

OFFER AGREEMENT

Solicitation #: 134167

Title: Mortuary and Cremation Services

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Exhibit A: Minimum Qualifications:

Supplier shall research the designated Issuing Agency requirements to perform the requested work and legibly note their currently active license number(s), Description & Class for the required licenses and agree to continuously maintain said license for the term of the contract if awarded by Pima County and to notify Pima County within 10-workdays of any change in status.

Pima County reserves the right to obtain additional public records related to any licensee or certificate holder, including good standing, dismissed complaints and non-disciplinary actions and orders, by contacting the board directly at 602 542-3095.

MQ #	Description	Issuing Agency Name & Internet Address(URL)
1	Must have on staff an Embalmer licensed or registered by the Arizona Board of Funeral Directors and Embalmers	Arizona Board of Funeral Directors and Embalmers Directory Search http://www.azfuneralboard.us/dir.html
(TO BE FILLED IN BY OFFEROR)		
Name of Embalmer		ARTHUR R. ADAIR
Facility address were work is performed		1050 N. DODGE BLVD. TUCSON, AZ 85716
License Number		0539
License Class & Description if Applicable		
Name of Embalmer		JOHN W. CHAPMAN
Facility address were work is performed		1050 N. DODGE BLVD. TUCSON, AZ 85716
License Number		0552
License Class & Description if Applicable		
Name of Embalmer		JOHN W. AEGERTER
Facility address were work is performed		1050 N. DODGE BLVD. TUCSON, AZ 85716
License Number		0819
License Class & Description if Applicable		

OFFER AGREEMENT

Solicitation #: 134167

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MQ #	Description	Issuing Agency Name & Internet Address(URL)
2	Must have on staff a Funeral Director licensed by the Arizona Board of Funeral Directors and Embalmers responsible for managing and supervising the employees and the daily operations of the funeral establishment in compliance with the laws of Arizona and the rules of the board.	<p>Arizona Board of Funeral Directors and Embalmers Directory Search</p> <p>http://www.azfuneralboard.us/dir.html</p>

(TO BE FILLED IN BY OFFEROR)

Name of Funeral Director	ARTHUR R. ADAIR
Facility address were work is performed	1050 N. DODGE BLVD. TUCSON, AZ 85716
License Number	F0353
License Class & Description if Applicable	
Name of Funeral Director	JOHN W. CHAPMAN
Facility address were work is performed	1050 N. DODGE BLVD. TUCSON, AZ 85716
License Number	F0364
License Class & Description if Applicable	
Name of Funeral Director	JOHN W. AEGERTER
Facility address were work is performed	1050 N. DODGE BLVD. TUCSON, AZ 85716
License Number	F0681
License Class & Description if Applicable	
Name of Funeral Director	
Facility address were work is performed	
License Number	
License Class & Description if Applicable	

OFFER AGREEMENT

Solicitation #: 134167

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MQ #	Description	Issuing Agency Name & Internet Address(URL)
3	Must operate a LICENSED CREMATORY pursuant to ARS 32-1393-License Requirement and 32-1394-Crematory Requirements; responsible cremationist and 32-1309- Crematories standards of practice. The supplier must have available a refrigeration and cremation facilit(ies). These facilities, may be made available through arrangements with other mortuaries so long as they are provided at no additional cost to the COUNTY and do not impair the supplier's ability to perform pursuant to this Contract.	ARS 32-1393 – Certificate of Authority from the State Real Estate Department and Crematory license issued by the Arizona Board of Funeral Directors and Embalmers http://azre.gov/

(TO BE FILLED IN BY OFFEROR)

3a	Address of Crematory and refrigeration facility:		
	1050 N. DODGE BLVD. TUCSON, AZ 85716		
	License Number, License Class & Description if Applicable #0023 EL ENCANTO MEMORIAL CREMATORY		
	Do you own the facility?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3b	Attached is letter of authorization for use of crematory on company letter head signed by an authorized agent		
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	Address of Crematory and refrigeration facility:		
	1050 N. DODGE BLVD. TUCSON, AZ 85716		
3b	License Number, License Class & Description if Applicable #0023		
	Do you own the facility?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Attached is letter of authorization for use of crematory on company letter head signed by an authorized agent		
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

MQ #	Description	Minimum Qualification Certification	(TO BE FILLED IN BY OFFEROR)	
4.	Must have a viewing room that is able to seat at least 15 persons.	I certify that the facility listed below has a viewing room suitable for the intended purposes described herein and is able to seat at least 15 persons.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

End of Exhibit A

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Title: Mortuary and Cremation Services

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Exhibit B: Scope of Work

Arizona Revised Statutes Title 32 - Professions and Occupations

CHAPTER 12 - FUNERAL DIRECTORS AND EMBALMERS

Article 1	Board of Funeral Directors and Embalmers
Article 2	Licensing and Registration
Article 3	Regulation and Enforcement
Article 3.1	Funeral Practices
Article 4	Licensing and Regulation of Funeral Establishments
Article 5	Prearranged Funeral Agreements
Article 6	Cremation

Arizona State Board of Funeral Directors and Embalmers:

Regulation of funeral establishments, funeral directors, embalmers and other licensed funeral personnel, crematories, and prearranged funeral trusts.

Arizona Department of Real Estate: Regulation of Cemeteries and crematories on cemetery grounds

Board: means the state real estate advisory board.

Cemetery broker: means a person other than a real estate broker or real estate salesperson who, for another, for compensation:

(a) Sells, leases or exchanges cemetery property or interment services of or for another, or on the person's own account.

(b) Offers for another or for the person's own account to buy, sell, lease or exchange cemetery property or interment services.

(c) Negotiates the purchase and sale, lease or exchange of cemetery property or interment services.

(d) Negotiates the purchase or sale, lease or exchange, or lists or solicits, or negotiates a loan on or leasing of cemetery property or interment services.

Cemetery or "cemetery property": means any one, or a combination of more than one, of the following in a place used, or intended to be used, and dedicated for cemetery purposes:

(a) A burial park, for earth interments.

(b) A mausoleum, for crypt or vault entombments.

(c) A crematory, or a crematory and columbarium, for cinerary interments.

(d) A cemetery plot, including interment rights, mausoleum crypts, niches and burial spaces.

License: means the whole or part of any agency permit, certificate, approval, registration, public report, charter or similar form of permission required by this chapter.

Licensee: means a person to whom a license for the current license period has been granted under any provision of this chapter, and, for purposes of section 32-2153, subsection A, shall include original license applicants.

Cremation Requirements

Cremation is performed by placing the deceased in a combustible casket or container that in turn, is placed in a cremation chamber and subjected to intense heat/flame. Bone fragments and dust are brushed from the chamber after cremation; however, it is impossible to remove all of the cremated remains. Because some dust and residue always remain in the chamber, there may be an inadvertent or incidental commingling of residue from previous cremations. This also may occur as a result of mechanically processing cremated remains.

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Task No.	DESCRIPTION/TASK SCHEDULE	Performed By	Est. Duration (Days)
1	The supplier shall pick up decedent remains at all locations within Pima County as directed by the Public Fiduciary. These locations shall include, but are not necessarily limited to University Physicians at Kino Hospital, 2800 E. Ajo Way, Tucson, Arizona; Pima County Forensic Science Center (Medical Examiner), 2825 E. District St., Tucson, Arizona; Foothills Health Care Center, 2250 North Craycroft, Tucson, Arizona and other such hospitals and nursing homes within the County, where individuals covered by this Agreement may have been pronounced or from other mortuaries who so directed by the Public Fiduciary	Supplier	Within 24 hours of notice
2	If a funeral service is to be conducted, transportation from the funeral home to the Pima County cemetery shall be by hearse furnished by the supplier, except in the case of an infant. Infants will be transported by an appropriate vehicle that meets the standards of the profession, as well as the Arizona State Health Department regulations.	Supplier	Within 24 hours Of services
3	Provide visitation, up to two hours, at the viewing room.	Supplier	Within 48 hours of notice
4	Upon notice by the Public Fiduciary's office, within 72 hours of such notice, the decedent shall be cremated or embalmed, refrigerated and buried in strict accordance with the Arizona Statutes and recognized professional standards. It is acknowledged that in some cases where family consent or powers of attorney or other such third parties are involved, it may not be possible to conduct the cremation within 72 hours. In these cases, supplier shall make all due effort to obtain authorizations as soon as possible.	Supplier	Within 72 hours of notice
	In the event that the remains are to be cremated, the supplier shall prepare and cremate the remains and place them in a plastic (heavy duty) urn that shall be to standards of the professional or properly dispose of said cremains as designated by the Pima County Public Fiduciary. Upon authorization, the supplier shall deliver, for permanent placement, urned cremains to the retort at the Pima County Cemetery	Supplier	At time of service
5	The supplier must ensure that the remains be properly clothed for burial.	Supplier	At time of services
6.	Supplier shall, on remains which have been prepared to be buried, provide a manufactured cloth covered or approved equal casket. Said casket is commonly referred to in the profession as a flat topped wooden casket. The casket and cloth used to cover the casket shall meet the standards of the profession and shall be of sufficient strength to accommodate decedent's weight.	Supplier	At time of service
7.	The supplier shall secure and provide the cremation and burial permits as required by the State of Arizona.	Supplier	Prior to cremation and burial
8.	When the decedent is identifiable, the supplier shall place a notice in the obituary column (one insertion each) of the daily newspaper. The notice shall include the following information: name, date of death, time and place of service.	Supplier	Prior to cremation and/or burial

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Task No.	DESCRIPTION/TASK SCHEDULE	Performed By	Est. Duration (Days)
9.	In the event the family of the deceased or other interested parties requests that the body be interred in a location or cemetery other than the County Cemetery, then the supplier shall provide the cemetery with a concrete or nova type liner. The family shall incur the cost of opening and closing the grave at the said cemetery, liner installation and any other additional costs: the total of which shall not exceed \$250.00. The supplier will not be responsible for locating grave site in said cemetery. However, notification to prepare the grave site shall be the responsibility of the supplier.	Supplier	Prior to burial
10.	Supplier shall keep i records as required by the Public Fiduciary's Office and on the forms provided by COUNTY. Such records shall include all urned cremains and interments as well as grave/columbarium location, date of placement and grave location of all remains contained in a casket. COUNTY will designate grave/columbarium locations."	Supplier	On-going

End of Exhibit B: Scope of Work

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Exhibit C: Price Bid Schedule (Revised)

UNIT PRICES (Net 30 day Payment Terms)

Pricing shall take into consideration the cost of all incidentals, including but not limited to records, administration and maintenance, pick up of remains, refrigeration, properly clothing decedents, securing burial permit, obituary notice placement, supplying artificial grass and minor grounds maintenance.

ITEM #	ITEM NAME/DESCRIPTION Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
A	MORTUARY SERVICES OVER 18 MONTHS OF AGE				
1	Liner for burial at Pima County Cemetery Only	2	EA	\$220.00	\$440.00
2	Casket for decedents weighting up to 175 lbs.	2	EA	\$245.00	\$490.00
3	Casket for decedents weighting between 175 – 300 lbs.	4	EA	\$245.00	\$980.00
4	Casket for decedents weighting over 300 lbs.	4	EA	\$650.00	\$2600.00
5	Embalming	4	EA	\$350.00	\$1400.00
6	Transportation from mortuary to the cemetery designated by Pima County Fiduciary	4	EA	\$50.00	\$200.00
7	Transportation from mortuary to cemetery designated by Pima County Public Fiduciary that is located over 30 miles from the mortuary.	4	EA	\$200.00	\$800.00
8	Additional Handling Charge for oversized bodies weighting between 175 lbs – 300 lbs plus – to include pick-up, mortuary, cremation, and transport.	4	EA	\$250.00	\$1000.00
B	MORTUARY SERVICES UNDER 18 MONTHS OF AGE				
9	Liner for burial at Pima County Cemetery Only	2	EA	\$100.00	\$200.00
10	Casket	3	EA	\$175.00	\$525.00
11	Embalming	4	EA	\$50.00	\$200.00
12	Transportation from mortuary to the cemetery designated by Pima County Fiduciary	2	EA	\$0	\$0
13	Transportation from mortuary to cemetery designated by Pima County Public Fiduciary that is located over 30 miles from the mortuary.	1	EA	\$200.00	\$200.00
C	MISCELLANEOUS MORTUARY EXPENSES				
14	Visitation at viewing room max of 2 hours	20	EA	\$0	\$0
D	VETERANS FUNERAL SERVICES				
15	Casket	15	EA	\$245.00	\$3675.00
16	Embalming	5	EA	\$350.00	\$1750.00
17	Cremation	10	EA	\$695.00	\$6950.00
18	Urn	10	EA	\$25.00	\$250.00
19	Transportation to the National cemetery in Sierra Vista	25	EA	\$200.00	\$5000.00

OFFER AGREEMENT

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Exhibit C: Price Bid Schedule

ITEM #	ITEM NAME/DESCRIPTION Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
E	CREMATION PRODUCTS/SERVICES				
20	Cremation and cremation unit for decedent weighting up to 175 lbs.	195	EA	\$695.00	\$135,525.00
21	Cremation and cremation unit for decedent weighting between 175 -300 lbs.	4	EA	\$795.00	\$3180.00
22	Cremation and cremation unit for decedent weighting over 300 lbs.	1	EA	\$995.00	\$995.00
23	Cremation and cremation unit for decedent under 18 months of age	5	EA	\$ 0	\$ 0
24	Cremation and cremation unit, Full body partially decomposed	5	EA	\$695.00	\$3475.00
25	Cremation and cremation unit, Full Skeletal remains – more than half	10	EA	\$695.00	\$6950.00
26	Cremation and unit, Less than half skeletal remains	10	EA	\$300.00	\$3000.00
27	Visitation at viewing room max of 2 hours	30	EA	0	0
28	Urn, heavy duty plastic	325	EA	\$25.00	\$8125.00
28	Transportation and placement of Urns in Pima County Columbarium (1 Trip Per Month)	12	TRIP	\$10.00	\$120.00
FOB Destination/Unloaded; Cost of freight should be included in unit price.				TOTAL BID items 1-28	\$188,030.00
Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.					

SALES TAX TYPE	ITEM #'S AFFECTED	TAXING JURISDICTION	SALES TAX %	SALES TAX \$ (IF ANY)
Items only	1-4,9,10,15,18, 20-26, 28	STATE & CITY	8.1 %	

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

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

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Title: Mortuary and Cremation Services Addendum #3

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Exhibit C: Price Bid Schedule

STANDARD PAYMENT TERMS are NET 30 from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent	% if payment tendered within	Days as above
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SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy, bio-diesel, 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 the 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 within Pima County)?

END OF EXHIBIT C

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PIMA COUNTY STANDARD TERMS AND CONDITIONS (04/25/13)

1. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY 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 quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without written permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

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10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

12. SPECIFICATION CHANGES:

COUNTY shall have 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, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

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 all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the 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 the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have 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 the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail 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 shall apply, except when

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delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be 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, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the 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) 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) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the 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 at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. 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 agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall 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 blanket contract purchase order or contract. Contractor may be required 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 shall 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 the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. 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 shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

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Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

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 are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The 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.

OFFER AGREEMENT

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Should exceptional circumstances be present that may justify an additional charge, the 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 the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be 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 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

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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 blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be 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 the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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, shall be deemed to be 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 shall be required to 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 shall 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 will be deemed to be 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 shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS