



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

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 4/2/2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

James, Cooke & Hobson, Inc. (Headquarters: Albuquerque, NM)

**\*Project Title/Description:**

Flygt Submersible Pumps and Parts

**\*Purpose:**

Award: Master Agreement No. MA-PO-19-135. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$588,000.00 (including sales tax) and includes four (4) one year renewal options.

Administering Department: Regional Wastewater Reclamation

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 19-151 is recommended to James, Cooke & Hobson Inc., which has accepted the terms of the County's Offer Agreement.

PRCUID: 330275

Attachment: Master Agreement.

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

This contract provides a source for Flygt pumps and parts used in sump, sludge filtrate, tank drain, storm water and sewer conveyance systems at County water treatment facilities.

**\*Public Benefit:**

Efficient processing of sewage and daily reclamation of 30 million gallons of treated water.

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

Department will monitor on-time delivery and billing to ensure contract compliance.

**\*Retroactive:**

No

TO: COB 3/11/19 (1)

Vers: 1

pgs: 20

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 19-135  
Effective Date: 5/26/2019 Termination Date: 5/25/2020 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 588,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

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

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

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

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

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

**Amendment / Revised Award Information**

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

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

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

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

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

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

\*Funding Source(s) required:

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

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

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

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

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

\*All Funding Source(s) required:

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

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

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

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

Contact: Michael Warren CPPB, Procurement Officer [Signature]

Division Manager: [Signature]

Department: Procurement [Signature] 3/6/19

Telephone: 724-3730

Department Director Signature/Date: [Signature] 3/8/19

Deputy County Administrator Signature/Date: [Signature] 3/8/19

County Administrator Signature/Date: [Signature] 3/8/19

(Required for Board Agenda/Addendum Items)



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 19000000000000000135

MA Version: 1

Page: 1 of 3

Description: Flygt Submersible Pumps and Parts

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701	T E R M S	Initiation Date: 05-26-2019
			Expiration Date: 05-25-2020
	Issued By: MICHAEL WARREN		NTE Amount: \$588,000.00 Used Amount: \$0.00
	Phone: 5207243730		
	Email: michael.warren@pima.gov		

V E N D O R	JAMES COOKE & HOBSON INC 3501 East Broadway Road Phoenix AZ 85040	Contact: JAMES FEICKERT
		Phone: 602-243-0585
		Email:
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the annual award amount of \$588,000.00 (including sales tax) and includes four (4) one year renewal options. Attachment: Offer Agreement	

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



# MASTER AGREEMENT DETAILS

Master Agreement No: 19000000000000000135

MA Version: 1

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Line	Description					
1	Pump, Submersible, 3127.060, 10hp, 3ph, 60hz, 460v Discount 0.0000 %	UOM EA	Unit Price \$10,788.00	Stock Code 27344	VPN EID 27344	MPN
2	Pump, Submersible, 3102.070, 6.5hp, 3ph, 60hz, 230v, Discount 0.0000 %	UOM EA	Unit Price \$8,488.00	Stock Code 27344	VPN EID 27344	MPN
3	Pump, Submersible, 3127.091, 10hp, 3ph, 60hz, 230v, Discount 0.0000 %	UOM EA	Unit Price \$9,968.00	Stock Code 27344	VPN EID 27344	MPN
4	Pump, Submersible, 3153.095, 23hp, 3ph, 60hz, 460v Discount 0.0000 %	UOM EA	Unit Price \$19,888.00	Stock Code 27344	VPN EID 27344	MPN
5	Pump, Submersible, 3201.091, 47hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$39,888.00	Stock Code 27344	VPN EID 27344	MPN
6	Pump, Submersible, 3127.091, 10hp, 3ph, 60hz, 230v, Discount 0.0000 %	UOM EA	Unit Price \$11,468.00	Stock Code 27344	VPN EID 27344	MPN
7	Pump, Submersible, 3102.070, 5hp, 3ph, 60hz, 230v, Discount 0.0000 %	UOM EA	Unit Price \$8,288.00	Stock Code 27344	VPN EID 27344	MPN
8	Pump, Submersible, 3127.070, 7.5hp, 3ph, 60hz, 230v, Discount 0.0000 %	UOM EA	Unit Price \$10,688.00	Stock Code 27344	VPN EID 27344	MPN
9	Pump, Submersible, 3152.091, 20hp, 3ph, 60hz, 230v Discount 0.0000 %	UOM EA	Unit Price \$21,788.00	Stock Code 27344	VPN EID 27344	MPN
10	Pump, Submersible, 3127.091, 10hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$9,968.00	Stock Code 27344	VPN EID 27344	MPN
11	Pump, Submersible, 3231/766, 335hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$135,588.00	Stock Code 27344	VPN EID 27344	MPN
12	Pump, Submersible, 3127.070, 11hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$12,768.00	Stock Code 27344	VPN EID 27344	MPN
13	Pump, Submersible, 3171.095, 35hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$29,868.00	Stock Code 27344	VPN EID 27344	MPN
14	Pump, Concertor, 6020.090, 7.5hp, 3ph, 60hz, Unkv, Discount 0.0000 %	UOM EA	Unit Price \$14,488.00	Stock Code 27344	VPN EID 27344	MPN
15	Pump, Concertor, 6020.090, 10hp, 3ph, 60hz, Unkv, Discount 0.0000 %	UOM EA	Unit Price \$14,688.00	Stock Code 27344	VPN EID 27344	MPN
16	Pump, Submersible, 3400/715, 60hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$98,588.00	Stock Code 33513	VPN EID 27344	MPN
17	Pump, Submersible, 3300.091, 88hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$93,488.00	Stock Code 27344	VPN EID 27344	MPN



## PIMA COUNTY

# MASTER AGREEMENT DETAILS

Master Agreement No: 19000000000000000135

MA Version: 1

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Line Description

18	Pump, Submersible, 3301.095, 105hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$73,648.00	Stock Code 27344	VPN EID 27344	MPN
19	Pump, Submersible, 3171.095, 25hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$29,888.00	Stock Code 27344	VPN EID 27344	MPN
20	Pump, Submersible, 3127.185, 10hp, 3ph, 60hz, 460v, Discount 0.0000 %	UOM EA	Unit Price \$10,788.00	Stock Code 27344	VPN	MPN NP317.185
21	Pump, Submersible, 3171.095-0004, 25hp, 3ph, 60hz Discount 0.0000 %	UOM EA	Unit Price \$27,888.00	Stock Code 27344	VPN	MPN 3171.095-0004
22	Sensor, Level w/60 Ft Cable, ENM-10, 582-88-31 Discount 0.0000 %	UOM EA	Unit Price \$245.00	Stock Code 21378	VPN EID 27344	MPN 582-88-31

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

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Flygt® Submersible Pumps and Parts on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order-Maximo (DOM).

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

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

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

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

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

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

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

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

PRODUCT SPECIFICATIONS - Contractor shall provide the Flygt® pumps and parts listed on page 4, Section 7. UNIT PRICES of this Offer Agreement. Contractor shall provide replacement part numbers for any obsolete or discontinued items where applicable. County reserves the right to add other Flygt® products to this agreement at any time. All items quoted and added to this agreement subsequent to award of contract are subject to its terms and conditions.

WARRANTY – See Attachment A.

SAFETY/SECURITY – Contractor shall observe the following site requirements when on Water Treatment Facilities:

- a) Contractor's personnel must attend a plant safety briefing prior to coming on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact prior to visit.
- b) Contractor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office immediately upon arrival at any RWRD facility. Report to the County employee designated as the Point of Contact.
- c) Contractor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
- d) Upon leaving the plant site the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- e) Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- f) Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- g) Contractor shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- h) Contractor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to the County Employee designated as the Point of Contact. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc., shall be removed or safely stored.
- i) The County is not responsible for theft or damage to vendor's property.

- j) All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
- k) Contractor must provide all their own personnel, materials and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- l) Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- m) Contractor shall be responsible for the safety of their employees at all times.
- n) RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or a passport.
- o) All chemicals used on RWRD Treatment Facilities require the Contractor to submit the Safety Data Sheet (SDS) to the RWRD Treatment Point of Contact for approval prior to application.
- p) Upon award of the contract, Contractor will submit SDS to RWRD.
- q) RWRD prohibits smoking and e-cigarette/vaping devices, use of chewing/smokeless tobacco, alcohol, drugs and weapons on all plant sites.

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

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

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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

##### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

##### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO or DOM document. Parts shall be itemized on the invoice by description, part number, quantity and unit cost.

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

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

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

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

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

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

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Included-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.

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

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

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. **Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year.** Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM 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 or DOM 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).

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**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Pump, Submersible, 3127.060, 10hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-438 HC	1	EA	\$ 10,788.00	\$ 10,788.00
2	Pump, Submersible, 3102.070, 6.5hp, 3ph, 60hz, 230v, 50' power cable, Impeller Code N-256 HC	1	EA	\$ 8,488.00	\$ 8,488.00
3	Pump, Submersible, 3127.091, 10hp, 3ph, 60hz, 230v, 50' power cable, Impeller Code C-484	1	EA	\$ 9,968.00	\$ 9,968.00
4	Pump, Submersible, 3153.095, 23hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-274 HC	1	EA	\$ 19,888.00	\$ 19,888.00
5	Pump, Submersible, 3201.091, 47hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code C-457	1	EA	\$ 39,888.00	\$ 39,888.00
6	Pump, Submersible, 3127.091, 10hp, 3ph, 60hz, 230v, 50' power cable, Impeller Code N-489 HC	1	EA	\$ 11,468.00	\$ 11,468.00
7	Pump, Submersible, 3102.070, 5hp, 3ph, 60hz, 230v, 50' power cable, Impeller Code N-463 HC	1	EA	\$ 8,288.00	\$ 8,288.00
8	Pump, Submersible, 3127.070, 7.5hp, 3ph, 60hz, 230v, 50' power cable, Impeller Code N-439 HC	1	EA	\$ 10,688.00	\$ 10,688.00
9	Pump, Submersible, 3152.091, 20hp, 3ph, 60hz, 230v, 50' power cable, Impeller Code C-432	1	EA	\$ 21,788.00	\$ 21,788.00
10	Pump, Submersible, 3127.091, 10hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code C-481	1	EA	\$ 9,968.00	\$ 9,968.00
11	Pump, Submersible, 3231/766, 335hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-480 HC	1	EA	\$135,588.00	\$ 135,588.00
12	Pump, Submersible, 3127.070, 11hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-248 HC	1	EA	\$ 12,768.00	\$ 12,768.00
13	Pump, Submersible, 3171.095, 35hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-277 HC	1	EA	\$ 29,868.00	\$ 29,868.00
14	Pump, Conector, 6020.090, 7.5hp, 3ph, 60hz, Unkv, 50' power cable, Impeller Code Unknown	1	EA	\$ 14,488.00	\$ 14,488.00
15	Pump, Conector, 6020.090, 10hp, 3ph, 60hz, Unkv, 50' power cable, Impeller Code Unknown	1	EA	\$ 14,688.00	\$ 14,688.00
16	Pump, Submersible, 3400/715, 60hp, 3ph, 60hz, 460v, 60' power cable, Impeller Code Unknown	1	EA	\$ 98,588.00	\$ 98,588.00
17	Pump, Submersible, 3300.091, 88hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code C-465	1	EA	\$ 93,488.00	\$ 93,488.00
18	Pump, Submersible, 3301.095, 105hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-462 HC	1	EA	\$ 73,648.00	\$ 73,648.00
19	Pump, Submersible, 3171.095, 25hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-614HC	1	EA	\$ 29,888.00	\$ 29,888.00
20	Pump, Submersible, 3127.185, 10hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code N-421HC	1	EA	\$ 10,788.00	\$ 10,788.00
21	Pump, Submersible, 3171.095-0004, 25hp, 3ph, 60hz, 460v, 50' power cable, Impeller Code 436	1	EA	\$ 27,888.00	\$ 27,888.00
22	Sensor, Level w/60 Ft Cable, ENM-10, 582-88-31	1	EA	\$ 245.00	\$ 245.00
	<b>FOB Destination/Unloaded; Freight Included-Not Billed. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>			<b>TOTAL BID AMOUNT</b>	<b>\$693,153.00</b>

ENTER MANUFACTURER'S PUMP AND PARTS DISCOUNT % 3.0

**8. DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the following locations:

Tres Rios Facility Warehouse Bldg. 88  
7101 N. Casa Grande Hwy  
Tucson, Arizona 85743  
Monday through Friday 7:00am to 3:30pm

Sub Regional Facilities  
4527 W. Walker Rd  
Tucson, Arizona 85743  
Monday through Friday 7:00am to 3:00pm

Conveyance Division  
3355 N. Dodge Blvd.  
Tucson Arizona 85716  
Monday through Friday 7:00am to 4:30pm

Contractor guarantees delivery within the best possible lead time after issue date of order unless otherwise justified or approved by County.

**9. TAXES, FEES, EXPENSES:**

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

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No 330275-NS/SS including the Request for Offer, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

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

**Additional Insurance Requirements:**

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

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

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

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

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

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

**Verification of Coverage:**

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

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

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

**Approval and Modifications:**

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

**12. PERFORMANCE BOND:** Not Required.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:** N/A

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:** N/A

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**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: JAMES, COOKE & HOBSON, INCBUSINESS ALSO KNOWN AS: JCHMAILING ADDRESS: 3501 E BROADWAY ROADCITY/STATE/ZIP: PHOENIX, AZ 85040REMIT TO ADDRESS: 3810 ACADEMY PARKWAY S, NECITY/STATE/ZIP: ALBUQUERQUE, NM 87109CONTACT PERSON NAME/TITLE: JIM FEICKERT SALESMANPHONE: 602-243-0585FAX: 602-276-5402CONTACT PERSON EMAIL ADDRESS: jwf@jchinc.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: jwf@jchinc.comCORPORATE HEADQUARTERS ADDRESS: 3810 ACADEMY PARKWAY S, NE ALBUQUERQUE, NM 87109WEBSITE: www.jchinc.com

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

SIGNATURE: DATE: 3/1/19JAMES W. FEICKERT ITS SALESMAN

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 602-243-0585 jwf@jchinc.com

Approved as to form:

Chris Straub, Deputy County AttorneyDate

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

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

**2. EVALUATION:**

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

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

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

**3. AWARD NOTICE:**

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

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION, APPLICABLE LAW and VENUE:**

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

**8. WARRANTY:**

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

**9. QUANTITY:**

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

**10. PACKING:**

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

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

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

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

**13. INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

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

**15. PAYMENT TERMS:**

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

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

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

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

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

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

**18. FRAUD AND COLLUSION:**

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

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

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

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

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

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-503, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

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

**27. NON-APPROPRIATION OF FUNDS:**

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

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

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

The Contractor agrees to waive confidentiality of any price terms.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

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



**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

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

**38. AUTHORITY TO CONTRACT:**

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

**39. FULL AND COMPLETE PERFORMANCE:**

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

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

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

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

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



## ATTACHMENT A

# WARRANTY

## Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM - A** of this attachment.

**COVERAGE:**

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

**MISUSE:**

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

**WEAR PARTS:**

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.





## ATTACHMENT A (continued)

## WARRANTY

### Xylem Water Solutions USA, Inc.

**DISCLAIMERS:**

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

**LIMITATIONS:**

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

**REQUIREMENTS:**

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.





## ATTACHMENT A (continued)

## WARRANTY

### Xylem Water Solutions USA, Inc.

**STORAGE:**

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

**CONTROLS:**

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not be covered by this warranty.

**TOP (The Optimum Pump Station)**

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.  
National Quality Assurance - US Corporate







## WARRANTY

### Xylem Water Solutions USA, Inc.

#### ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		1 - 12	13 - 18	19 - 36	37 - 39	40 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%		25%
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100% (From Ship Date)				
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR			
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%				
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

\* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.