

	NOTICE OF REQUEST FOR PROPOSALS RELEASE		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
	RFP: 08-05-13 PROJECT: Imaging Hardware and Services	Page 1 of 35	

Check here and return for - **NO OFFER:**

Your Company Name: _____

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service:

Contract Type: FIXED

Contract Period: THRU 2013

**Pre-Submittal
Conference:** N/A

Questions Due: TUESDAY SEPTEMBER 2, 2008

Solicitation Due Date: TUESDAY SEPTEMBER 16, 2008 2:00PM
ARIZONA TIME

**Solicitation Opening
Date:** TUESDAY SEPTEMBER 16, 2008 2:15PM
ARIZONA TIME


**Solicitation Opening
Location:** 31 N. PINAL ST., FLORENCE, AZ 85232
BLDG. A., SECOND FLOOR

**Procurement Officer
Contact Name:** **SUZANNE ALBERTS**

Telephone: (520) 866-6377

Fax: (520) 866-6661

E-mail: **SUZANNE.ALBERTS@PINALCOUNTYAZ.GOV**

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Offer at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Pinal County Procurement Code – Articles 1 thru 13 is available at <http://pinalcountyaz.gov/departments/finance>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at www.irs.gov/pub/irs-pdf/fw9.pdf

	AUTHORIZATION		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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In accordance with Pinal County Procurement Code, Offers for the material or services specified will be received by the **Pinal County Finance Department**, at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and only the Offeror's name shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please contact the Procurement Officer listed on the front page.


Offers shall be in the actual possession of the Finance Department at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered.

Offers must be submitted in a sealed envelope/box with the solicitation number and Offeror's name and address clearly indicated on the outside of the envelope(s). All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Offerors are encouraged to visit the Pinal County Finance Department Website for the complete Procurement Code Articles at

<http://pinalcountyz.gov/departments/finance>

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1. CONTRACT TERM:

This Request for Proposals is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period with four one-year options to renew.

2. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the County.


3. MODIFICATION OF AGREEMENT:

This writing is intended both as the final expression of the Agreement between the parties hereto with respect

To the included terms and a complete and exclusive statement of the terms of the Agreement. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to the Agreement.

4. PATENT AND COPYRIGHT INDEMNITY:

Vendor agrees to defend, indemnify and hold harmless County from any infringement claim, so long as County gives Vendor prompt notice of any infringement claim brought against County regarding the Software and Pinal County gives Vendor information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, Vendor shall, in its reasonable judgment and at its option and expense: (i) obtain for Pinal County the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance; or (iii) if Vendor cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that must be returned to Licensee. Vendor shall have no liability to indemnify or defend Pinal County to the extent the alleged infringement is based on: (i) a modification of the Software the County or others authorized by the County; or (ii) use of the Software other than in accordance with the Documentation. Notwithstanding this section, Pinal County retains the right and ability to defend itself against any claims that the Licensed Software infringes any patent or copyright. If Pinal County chooses to defend itself or enter into a settlement agreement without

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Vendor's prior knowledge, consent, and specific agreement to pay costs, Pinal County understands that Vendor will not indemnify Pinal County for its costs and expenses.

5. INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.


The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6. COMMERCIAL GENERAL LIABILITY:

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations

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and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

7. INSURANCE PROVISIONS:

COVERAGE AFFORDED
 Workers' Compensation

MINIMUM LIMITS OF LIABILITY
 Statute or a State Certificate of self-insurance and employer's liability insurance for not less than \$1,000,000 (if self-employed, then waiver)

Automobile Liability Insurance
 Including: Non-owned, Leased & Hired Vehicles

\$500,000 combined single limit
 (IF REQUIRED TO TRAVEL TO PROJECT SITES)

8. CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

9. CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.


10. NO GUARANTEED QUANTITIES:

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract.

11. ORDERING AUTHORITY:

The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by the Procurement Office.

County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this

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Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

Contract award is in accordance with the Pinal County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

12. INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:
Pinal County
Department Of Finance
Attn: Purchasing Division
31 N. Pinal St. – PO Box 1348
FLORENCE, AZ 85232

Administrative telephone inquiries shall be addressed to:
SUZANNE ALBERTS (520) 866-6377


Technical telephone inquiries shall be addressed to:
SUZANNE ALBERTS (520) 866-6377

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Pinal County.

13. EVALUATION CRITERIA:


The County and any outside experts the County considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. The County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, the County reserves the option to enter into discussions on pricing and/or other portions determined to be in the County's own best interest. However, Offerors are cautioned that the County may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

The following represents the principal selection criteria, in order of importance that will be considered during the evaluation process. Up to a total of 2000 points will be awarded through the proposal evaluation process:

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- Technical Criteria** 600 points
- Responsiveness of the proposal in clearly stating an understanding of the services to be performed,
 - Understanding of an Enterprise level Document Processing system.
 - Solution conforms to Pinal County's established Information Technology standards
 - Ability to provide onsite service and support.
 - Established track record for service in the State of Arizona.
- Cost factors** 400 points
- Method of Approach of the Firm** 350 points
- Information on the maintenance of hardware of this type
 - Knowledgeable of territory to be served
 - Describe the effectiveness of your approach to hardware maintenance.
- Experience and reliability of Staff** 350 points
- Specific involvement with other counties, cities and/or government agencies you have worked with or are currently working within the state of Arizona.
 - Other capabilities your firm offers that would be value added to this contract.
 - Describe specific involvement with microfilming in other counties and states.
- Size and structure of the firm, considering the scope of work** 250 points
- Firm can meet the County's needs with available staff
- Information obtained from Firm's references or other clients** 250 points
- References were favorable
- Assessment of the Firm's abilities to the County's satisfaction** 200 points
- Offer indicates a clear understanding of the Scope of Work to be provided

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

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14. SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as the Scope of Work requests. Submissions of Offers failing to comply with this requirement may be declared non-responsive.

15. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS:

Contractors shall provide an original hardcopy (labeled) and four (4) copies. Contractors are to identify their responses with the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal St. Bldg. A - P. O. Box 1348, Florence, AZ 85232. The owner, corporate official or partner who has been authorized to make such commitments must sign Offers.

16. POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.


17. INTERGOVERNMENTAL PURCHASING:

The County has entered into interactive purchasing agreements other political subdivisions in order to conserve resources, reduce procurement and commodity/services costs, and improve delivery time. The Pinal County Finance Department is a member of Strategic Alliance for Volume Expenditures (SAVE). Other governmental parties to these interactive purchasing agreements may request the successful Provider to extend provisions of the contract to them.

18. PROPOSED PROJECT SCHEDULE:


This schedule is tentative and subject to change.

Pre-Submittal Conference (if any)	N/A
Questions Due from vendor	09/02/2008
Solicitation Due Date	09/16/2008
Offer Opening	09/16/2008
Presentations from vendor	TO BE DETERMINED
Offer Tabulation	10/15/2008
Recommendation for Award	10/22/2008
Contract Award	11/05/2008
Notice to Proceed	11/19/2008

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19. OFFERORS CHECKLIST:

	Yes/No
Did you sign your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you include all the necessary attachments?	
Did you include your references?	
Did you provide a clear understanding of the solicitation requirements?	
Did you include your firm's capabilities and support for your proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your return box marked with the RFP # and Due Date and Time?	
Did you include one original and 4 copies of your offer in the boxes?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) requested?	
Did you include all deviations to the Scope of Work on the Deviations/Exception Form, Attachment E?	
Did you submit additional information (i.e. brochures, marketing information)?	
Did you sign your Offer sheet? Double check!	

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the County may, at its sole option, ask the Bidder to provide the information or evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

A. **County** – Pinal County, Arizona, 85232

B. **Agency or User Department** – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.

C. **Bidder or Firm** – Used interchangeably in referring to the firm or organization bidding professional services to the County.

D. **Evaluation Committee** – The committee established to formally evaluate Bids according to the evaluation criteria listed herein.

E. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

F. **Contract** - The legal agreement executed between the County and the Bidder/Firm.


G. **County Board of Supervisors** - The contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.

2. **NOTICE TO PROCEED:** The Bidder agrees to render goods or services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Bidder or any and all of Bidder's subcontractors. Said audit shall be limited to this contract and its scope of services.

4. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Bidder shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Bidder's negligent performance of any of the services furnished under this contract. If the Bidder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Bidder agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who

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must be the holder of a current Arizona License and/or Certificate issued by the appropriate licensing Board of Registration for the practice of professional services in the State of Arizona. Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona License and/or Certificate of Registration issued by the appropriate Arizona Board of Registration.

5. ADDITIONAL COMPENSATION/OTHER CONTRACTS: The Bidder shall submit a written Bid to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Bidder of any work for which additional compensation will be requested. Without the prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this contract.

The County may, as its sole option, enter into contracts for additional work related to this project. The Bidder shall fully cooperate with other Bidders and with County employees to accommodate such other work. The Bidder shall not commit or permit any act that interferes with the performance of such work by other Bidders.

6. PROTEST PROCEDURE: Should a Bidder believe that the County has not properly followed the selection procedures as outlined in the Pinal County Procurement Code, the Bidder may file a protest as described in the Pinal County Procurement Code.

A protest shall be in writing and shall be filed with the Procurement Officer. A protest of an Invitation for Bid shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:


- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

7. CERTIFICATION: By signature in the bid section of the Offer page, Bidder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- D. The Bidder submitting the bid hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

8. TERMINATION OF CONTRACT:

- A. The County may terminate this contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Bidder to fulfill the contract obligations. Upon receipt of the notice of termination, the Bidder shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.
- B. If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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C. If the termination is for failure of the Bidder to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Bidder shall be liable for any additional cost incurred by the County.

D. If, after termination for failure to fulfill contract obligations, it is determined that the Bidder has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

E. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this contract.

9. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Bidder shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

10. HUMAN RELATIONS: Bidder agrees to abide by the provisions of the Pinal County Procurement Code relating to provisions against discrimination required in all County contracts.


11. PATENT INFRINGEMENT: The Bidder shall defend any suit or proceeding brought against the procuring agency based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this contract constitutes an infringement of any patent, and the Bidder shall pay all damages and costs awarded therein, against the procuring agency. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Bidder shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.

12. AFFIRMATIVE ACTION: Bidder agrees to abide by the provisions of the County Affirmative Action by County Bidders. Bidder, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.

Specifically, the Bidder agrees to submit the following reports to the County's Office of Equal Opportunity Programs before contract award:

- i. Part A. Employment Information Report
- ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted **contingent** upon receipt of the required reports before a notice to proceed is issued.

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13. AMERICANS WITH DISABILITIES ACT: The Bidder shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.

14. CONFIDENTIALITY OF RECORDS: The Bidder shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Bidder also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Bidder as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

15. GRATUITIES: The County may, by written notice to the Bidder, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the County amending. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Bidder the amount of the gratuity. SAVE has adopted a zero tolerance policy concerning vendor gifts. Buyers may request product samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

16. APPLICABLE LAW: This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.

17. LEGAL REMEDIES: All claims and controversies shall be subject to the Pinal County Procurement Code.


18. CONTRACT AMENDMENTS: This contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.

19. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

20. SEVERABILITY: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

21. INTERPRETATION - PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no Pinal County of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

22. ASSIGNMENT – DELEGATION: No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Bidder shall be

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made without prior written permission of the County's Chief Financial Officer. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Bidder of the County's position within fifteen (15) days of receipt of written notice by the Bidder.

23. RIGHTS AND REMEDIES: No provision in this document or in the Bidder's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

24. ACKNOWLEDGMENTS: Bidder acknowledges that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Bidder or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.


25. INDEMNIFICATION: Bidder shall indemnify, and hold harmless the County, its Mayor and Council, appointed boards and commissions, officials, officers, and employees and insurance carriers, individually and collectively from any and all claims, demands, suits, actions, proceedings, loss, cost, subrogation's, and damages of every kind and description, attorney's fees and/or actions of any kind, which may be brought or made against or incurred by any person, on account of or resulting from personal injury to any person (including bodily injury and death) or damages to any property, due to either: (1) the Bidder's negligent performance of the terms of this contract, or, (2) any of the Bidder's negligent acts or omissions. The Bidder's obligation under this section shall not extend to any liability caused by the sole negligence of the County or its employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this contract.

26. DUTY TO DEFEND: Bidder shall, at its own expense, defend the County, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of the Bidder, or its subcontractors or agents, in connection with the performance or nonperformance of this contract.

27. OVERCHARGES BY ANTITRUST VIOLATIONS: The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Bidder hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.

28. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand in writing that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days after delivery of the written demand, the demanding party may treat this failure as an anticipatory repudiation with this contract

29. ADVERTISING: Bidder shall not advertise or publish information concerning this contract without prior written consent of the County.

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30. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Bidder or subcontractor which is related to the performance of any contract as awarded or to be awarded.

31. **FORCE MAJEURE:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

32. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Bidder's risk and may be returned to the Bidder. If so returned, all costs are the responsibility of the Bidder. Noncompliance shall conform to the cancellation clause set forth in this document.


33. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The County shall make every effort to process payment for the purchase of materials or services within thirty (30) calendar days after receipt of materials or services and a correct invoice. In consideration of the performance of the services described in the Scope of Work, the County shall pay the Bidder in accordance with the negotiated contract rates, and the Bidder shall charge the County only in accordance with those same rates. The County will pay the Bidder following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested.

34. **BUSINESS LICENSES AND PERMITS:** Bidder shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Bidder as applicable to this contract.

35. **PROJECT LICENSES AND PERMITS:** Bidder shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.

36. **PUBLIC RECORD:** All Bids submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

37. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a Bidder to any other party to this


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contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Chief Financial Officer is received by the parties to this contract, unless the notice specifies a later time.

38. GOOD/SERVICE COMPLIANCE: At a minimum, the good/service shall comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this contract. Therefore, the Bidder should be aware of all applicable Federal, State, and Local regulations that may apply to this project. Compliance with these is required and it shall be the responsibility of the Bidder to alert the County of any deviation from this requirement.

(Note: It is the Bidder's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations.)

39. CONTINUITY: Bidder shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this contract. Supporting documents, files, and records shall be retained by Bidder for at least five (5) years after the termination of this contract.

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1. BACKGROUND:

Pinal County is one of the fastest growing municipalities in the United States. We are experiencing unprecedented growth which is coming in from Maricopa and Pima Counties. In 1990, the Census reported that Pinal County's population was 116,379. In 2000, the population was 179,727. Recent population estimates place the County's population at 219,780.

The County encompasses 5,374 square miles, which is larger than the states of Rhode Island, Connecticut and Delaware. The western portion of the County is primarily low valleys and irrigated agriculture. The northern section is characterized by the rapid growth and urbanization coming in from the East Valley. The eastern portion is known for its copper mining industry.

2. Pinal County's MISSION, VISION AND VALUES:

Mission:

Pinal County government protects and enhances its citizens' quality of life by providing public services in an ethical, efficient, and responsible manner delivered by a motivated, skilled, and courteous workforce.

Vision:

Pinal County government provides progressive and proactive leadership in the areas of economic development, state-of-the-art technologies, growth management, and public services to promote healthy and safe communities.

Values:

- *Commitment*-We are committed to providing the consistent, high quality services by partnering with individuals and organizations.
- *Diversity*-We recognize and respect the variety of cultures and the diversity of all people.
- *Integrity*-We serve the public and one another with honesty, pride, dedication, and accountability in a responsive and ethical manner.
- *Respect*-We treat the public and each other with consideration and dignity.
- *Responsibility*-We take ownership of our actions and results.
- *Service*-We proudly serve our customers with courtesy and excellence.


3. PURPOSE:

Server Application Group (Pinal County) is issuing this Request for Proposal (RFP) to acquire proposals for providing the Pinal County with a contract for the ability to purchase hardware, maintenance, support, document conversion and filming services.

Pinal County reserves the right to reject any or all proposals or parts thereof and to waive minor irregularities in responses. Pinal County reserves the right to accept the proposal based on criteria other than price or the lowest bid. Special attention will be directed to the qualifications of the respondents when awarding this proposal, including software architecture, software features, and past successful installations.

Pinal County intends to establish a long-standing relationship with the selected vendor, and will select a vendor based on the following qualifications:

1. Demonstrated understanding of the Pinal County goals, including immediate needs, long-range plans, and current problems;
2. Amount and quality of on-site installation, system training and maintenance support;
3. The number of references, comparable electronic systems installed;
4. Financial stability of vendor;
5. Responsiveness to ongoing technical support questions;
6. Price competitiveness of proposal;

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- 7. Qualification of key staff;
- 8. Proposed services matched to RFP requirements.

4. PRESENT SYSTEM:

Pinal County currently has approximately 350 OnBase users utilizing approximately 350 PCs in approximately 20 facilities. Currently, Pinal County is utilizing OnBase.

5. GOALS AND OBJECTIVES:


The following goals and objectives represent the overall long-range commitment for technology.

- **Improve support and Services for OnBase**
Pinal County wishes to obtain a hardware support and services agreement that compatible with the OnBase product.
- **Ease of support and services**
The service and support should be local and provide timely support for hardware such as scanners that is compatible with OnBase products and related equipment with a minimum of four hour response time. .

6. SCOPE OF WORK:

Vendors must:

1. Provide detailed descriptions and responses, as to whether the proposed contract meets all requirements as stated in this RFP and how they will meet each of these requirements.
2. Clearly indicate which requirements are met by the standard “off the shelf” solution or if customized features are required and at what cost, if any.
3. Disclose the names of any third-party products and describe how these products are integrated with the proposed electronic system.
4. Fully warranty for one (1) year from the date of acceptance by Pinal County all products provided by the Vendor(s) at no cost to the County.
5. Disclose the entity that will provide each warranty service. All proposed warranties must be included in the Vendor(s) proposal. Provide a timeline for installation including tasks, responsible parties, milestones, target dates, anticipated phases and completion date.
6. Train users and technical staff to operate the solution, perform maintenance and troubleshooting tasks, develop workflows and other tasks necessary to maintain and operate the proposed solution.
7. Must have available a toll-free number 10 hours a day, five days per week, for priority problems and be available for off hours support with prior agreement.
8. Designate a specific employee or team to serve as the Vendor’s liaison for all projects and purchases for the OnBase product.
9. Not impose software upgrades and must take into consideration Pinal County’s schedule and priorities.
10. Provide and maintain a detailed project plan and conduct regular review meetings with representatives from the County.
11. Provide the location (city and state) from which maintenance and any on-site service will be provided, the hours for which maintenance coverage is proposed, whether emergency service is available and at what terms, and the warranted or estimated time for response to problems.
12. Identify the location, service days/hours, and availability of toll-free software trouble-shooting number.
13. Describe the procedure to be followed in reporting a software problem and the escalation policies used.
14. Provide a detailed outline of its proposed training, on the Pricing Response Form, indicating number of days, topics covered, specific staff to be trained and location of each training session. Vendor will list all costs associated with this training. Vendor will provide a price schedule, which itemizes unit costs for additional training.
15. Specify costs of documentation on the Pricing Response Form. Vendor must provide a price schedule, which itemizes unit costs for additional documentation.

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16. Should consist of industry standard components that are readily available rather than a specific Vendor's proprietary solution or components
17. Require minimal use of proprietary products and solutions versus use of industry standards. Describe any significant proprietary components of your solution.

7. VENDOR'S RESPONSE:


Pinal County reserves the right to alter the proposal specification prior to the proposal opening by issuance of an addendum to the respondents. If deemed necessary, sufficient time will be allowed to all respondents to comply with the specifications in the addendum.

8. REQUIREMENTS:

This section lists the requirements for a Company to provide support and services as outlined below to Pinal County. Responses must explicitly indicate whether or not the vendor's products meet the requirement by placing an "x" in the Comply or Does Not Comply column. If an alternative/exception to a requirement is necessary, an "x" should be placed in the Comply with Exception column. An explanation of the alternative/exception must be provided in a separate attachment to the Requirements forms, referencing the requirement and providing a concise explanation of the alternative/exception.

Acceptable alternatives are defined as ones that Pinal County considers acceptable to meet a mandatory specification. Pinal County, at its discretion, will determine if a proposed alternative meets the intent of the original mandatory requirement.

Proprietary Proposal Material – Pinal County will attempt to protect legitimate trade secrets of any vendor. Examples of such information would be unpublished descriptions of proprietary aspects of the systems proposed. Clearly mark any proprietary information. The vendor may not mark an entire proposal, or the majority of a proposal as proprietary.

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A – GENERAL REQUIREMENTS				
Section	Requirement	Comply	Does Not Comply	Comply With Exception
A-1.	Must have the ability to sell hardware such as scanners that are compatible with OnBase-Must be authorized reseller and service provider for Canon, Bell and Howell, and Graphtec scanners as well as a Kofax authorized dealer.			
A-2.	Must provide Software/Hardware Support on related equipment for use with the OnBase product.			
A-3.	Must have the ability to take E-Docs from OnBase to Microfilm (16mm/35 mm)			
A-4.	Must have the ability to convert paper to Microfilm 16mm/35 mm			
A-5.	Must have the ability to convert Microfilm to E-Doc			
A-6.	Must have the ability to support the conversion of paper to E-Doc within OnBase.			
A-7.	The vendor must have the following certifications- CDIA+			
A-8.	Must have the ability to provide 4 Hr. Response time			
A-9.	Must have the ability to provide onsite pickup and delivery without the use of 3 rd party couriers.			
A-10.	Must have previous experience connecting hardware to work with Enterprise OnBase systems.			
A-11.	Must have the ability to research and sell, service, maintain, other imaging hardware including support for any future imaging hardware standards.			
A-12.	Must have the ability to supply service and support for Kodak's Archive writer and other film/archive processors.			
A-13.				
A-14.				
A-15.				
A-16.				
A-17.				
B-1.				
B-2.				
B-3.				


9. PROJECT CRITERIA:

All work performed by Consultant under this contract shall, as a minimum, be in accordance with:

- A. Americans with Disabilities Act of 1990

9. TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

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10. DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Pinal County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

I / We, the undersigned, propose to provide the Imaging Hardware and Services including, but not limited to those items hereinafter described. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

I / We further declare that I/we have carefully read and examined all information to the referenced Request for Proposals. I/We agree to comply with the County rules, regulations and policies.

The undersigned agrees to perform the Imaging Hardware and Services Contract for the amount proposed below. No fees can be charged that are not itemized below.

11. PRICING:

Proposed pricing must remain firm for a period of 90 days after Response due date.

Part No.	Description	Price	Qty	Extended Price
APPLICATIONS AND LICENSES				
HARDWARE AND EQUIPMENT				



OFFER COST FORM

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SERVICES

Microfilm:			
E-Docs from OnBase to Microfilm(16mm)			
E-Docs from OnBase to Microfilm(35mm)			
Convert paper to Microfilm (16mm)			
Convert paper to Microfilm (35mm)			
Conversion of paper to E-Doc within OnBase			
Microfilm to E-Docs			
Pickup and Delivery:			
Must be able to pick up and deliver onsite (no third party courier)			

SUPPORT AND MAINTENANCE

One Year Maintenance with 2 onsite preventive maintenance visits on the following list of Scanners/Printers:			
Canon DR9080C			
Canon DR7580C			
Canon DR5020			
Canon MS800			
Canon MS400			
Bell and Howell 8090DC Spectrum			
Bell and Howell Truper 3200			
Graphtec CS600			
Graphtec CS500			
Fujitsu FI-5750C			
Canon IBF8000			



OFFER COST FORM

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Year 2 and 3 Maintenance (based on above)			
Per hour plus travel and expenses (the rate at right is an average)			
Per day plus travel and expenses (the rate at right is an average)			
Other:			

OPTIONAL Services				
	Totals			
	Totals with options			

SUMMARY PRICING RESPONSE FORM

Item / Group	Description	Type	Amount	Price
Hardware Support				
Maintenance				
Image to Microfilm(16/35)				
Paper to Microfilm(16/35)				
Document Pickup and Delivery				

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12. OFFER FORMAT:

Original and 4 (four) copies of the Offer shall be submitted. **The original copy of the Offer should be clearly labeled "ORIGINAL."** Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers in response to the RFP. Each Offer (Original and copies) is to be submitted as identified below.

Title Page

Each Offer must contain a title page that identifies the RFP number and provides the supplier name, address, telephone number and name and title of contact person.

Tab 1 Profile and Qualifications

The following information to be included:

1. A transmittal letter stating the desire to perform the required services.
2. A brief description of the firm, their background, size, projects, scope and nature of service.
3. A fully completed and signed Attachment "B" Offeror's Profile.
4. Demonstrated understanding of Pinal County, including its opportunities and challenges.

Tab 2 Summary of the process


1. Describe the major components that comprise the proposed solution, the nature and purpose of those components, and the role each plays in achieving the objectives.
2. Describe typical implementation/deployment from the perspective of hardware, operating systems, software, and communications.
3. Discuss both the technical approach and operational methods that the solution achieves the general capabilities incumbent to a 'typical' solution.
4. Discuss how the methods, capabilities, and technologies of this solution are superior to those of competitors. Specifically point out areas in which your solution is unique, and therefore provides capabilities that cannot be replicated or matched by other solutions.
5. What are the predominant technologies used by the proposed solution to accomplish the objective? The term "predominant technologies" may have different meaning based on the context of what is discussed. Such technologies may include languages, protocols, dependant server/OS software, or even logical design concepts. Therefore, please define the use and purpose of the technologies discussed.
6. A fully completed and signed Attachment "D" Deviations and Exceptions.

Tab 3 Examples of work performance and timelines

1. Assurance that this contract will not result in a conflict of interest.
2. The vendor shall describe their implementation methodology and include a work plan describing the tasks and timeline involved in implementing their system. ACC has a total of 23 employees who will require training on the system, the vendor must be able to provide pre and post on-site training visits to ensure successful implementation and training.
3. Contracts – The vendor shall provide a list of any agencies that have ceased using the application software, contracts that have been terminated by other agencies and any lawsuits, or litigation that is pending.
4. Agreements – The vendor must include any sample contracts, such as licensing agreements and support agreements if required for purchase of the software.

Tab 4 Completed Various Forms: *(All Forms must have an Authorized Signature)*


- Co-op Authorization
- Addendum Acknowledgment Form (if any)
- Non-Collusion Form,
- References

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- W-9 Form
- Offer & Acceptance Form,
If Offeror requires the County to sign a separate contract in the event of an award, then a copy
Of the separate contract must be included.

Tab 5 Fee schedule for Services

1. The fee schedule shall be clearly detailed. Fees must be listed for five separate one year terms.
2. Pinal County reserves the right to purchase hardware, software, equipment, cabling and peripheral equipment from a third party. Any server hardware supplied by the Vendor must be "server certified" for the chosen operating systems software, (i.e., Windows Server 2003). List and price all essential cabinets, controllers, cabling and other interfaces required for the turn-key Vendor-supplied ACC application on the Offer Cost Form section.
 - Solution Price** - Provide pricing using the attached Pricing Response Forms for the proposed solution. As appropriate, provide all information necessary to understand the unit breakdown of those costs (by server, by license, by user, etc.), assumptions about the deployment of the proposed solution.
 - Licensing** – Provide a full and concise explanation of the licensing options for the electronic system.
 - Optional Costs** – Describe optional costs associated with additional offerings that may enhance the Vendor's proposed solution. Please be complete to ensure that our review does not assume that items are overlooked, implied, or not required.
 - Maintenance Costs** – The vendor must provide a maintenance support plan that details the application software warranty and the software maintenance service that will be provided. The plan must specifically state what services are offered under the plan, what software is covered and for what period of time all items will be covered.

	ATTACHMENT A NO RESPONSE FORM		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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Offers not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (520)866-6661.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:


- Do not handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation
Due to:

Other: _____

This NO response is authorized by: _____ Date: _____
Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service

	ATTACHMENT B OFFEROR'S PROFILE		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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A. Provide the name of the person who will be the primary Offeror and the address for the primary servicing office:

1. Name: _____ Title: _____
2. Company Name: _____
3. Address: _____
4. City: _____ State: _____ Zip Code _____
5. Telephone: _____ Fax: _____
6. Email Address: _____

B. Number of years local servicing office has been working with County/State Agency Clients _____

C. How many years of experience does the local Offeror have: _____ Key Employee: _____ yrs.

D. Will a Vendor Liaison be assigned to our account? Yes _____ No _____

1. If yes, identify who: _____
2. How many years of County experience does this Leader have handling public entity clients? _____

FIRM

AUTHORIZED SIGNATURE



**ATTACHMENT C
COOPERATIVE AUTHORIZATION**

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I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposals. I/We agree to comply with the County rules, regulations and policies.

Would you be willing to allow other members of the "SAVE" to cooperatively purchase from the contract if awarded through this RFP? Yes No

*Your response to this question will not be used as part of the evaluation criteria. It is the intent, as a member of the "SAVE", to provide other Entities the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Name of Company

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with
Company

Mailing Address

City

State

Zip

	ATTACHMENT D DEVIATIONS AND EXCEPTIONS		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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List any deviation or exception for any item listed under Scope of Work and/or Services. The item number must be listed and the page of the RFP it is found on. Any deviation/exception or inability of the Offeror to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:

The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

Firm

Authorized Signature

	ATTACHMENT E ADDENDUM ACKNOWLEDGEMENT		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will included a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature



**ATTACHMENT F
NON-COLLUSION STATEMENT**

RFP: 08-05-13
PROJECT: Imaging Hardware and Services

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Pinal County
Finance Department
31 N. Pi35nal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

State of Arizona)
County of)

ss.

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Offeror)

The persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Offer, or any other person, firm or corporation to refrain from Offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Name)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2008

Signature of Notary Public in and for the

State of _____

County of _____

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
---	---



**ATTACHMENT G
REFERENCES**

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Pinal County
Finance Department
31 N. Pi35nal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

List three (3) clients for whom you have performed services similar to the Scope of Work and/or Services in this solicitation. Include customer's company name, address, phone and FAX numbers and a contact name.

1. _____

2. _____

3. _____

Firm

Authorized Signature

	ATTACHMENT H W-9 FORM, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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Download W-9 Form from www.irs.gov/pub/irs-pdf/fw9.pdf

	OFFER AND ACCEPTANCE FORM		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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OFFER

TO THE Pinal County:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with paragraph one of the County's Uniform General Terms and Conditions.

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Signature of Person Authorized to Sign Offer Title

Printed Name Date

ACCEPTANCE OF OFFER *(For Pinal County use only)*

The Offer is hereby accepted.
The Offeror is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offeror's Offer as accepted by Pinal County.

The contract is for: **Imaging Hardware and Services**

This contract shall henceforth be referenced to as Contract No. 08-05-13. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order.

Awarded this _____ day of _____, 2008.

Chairman, County Board of Supervisors

Approved as to form: _____
Pinal County Attorney's Office