

ROQ: 08-10-13  
PROJECT: PINAL COUNTY EMPLOYEE  
BENEFIT TRUST ATTORNEY

PAGE 1 OF 32

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

## NOTICE OF REVIEW OF QUALIFICATIONS

**Designated Agency:** PINAL COUNTY FINANCE DEPARTMENT

**Material or Service:** PINAL COUNTY EMPLOYEE BENEFIT TRUST ATTORNEY

**Contract Type:** FIRM FIXED PRICE

**Contract Period:** BASE YEAR: JANUARY 1, 2009 – DECEMBER 31, 2009  
OPTION YEAR ONE: JANUARY 1, 2010 – DECEMBER 31, 2010  
OPTION YEAR TWO: JANUARY 1, 2011 – DECEMBER 31, 2011  
OPTION YEAR THREE: JANUARY 1, 2012 – DECEMBER 31, 2012  
OPTION YEAR FOUR: JANUARY 1, 2013 – DECEMBER 31, 2013

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

**Questions Due:** NOVEMBER 3, 2008 - 12:00 PM

**Solicitation Due Date:** NOVEMBER 18, 2008 - 2:00 PM

**Solicitation Opening Date:** NOVEMBER 18, 2008 - 2:15 PM

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

**Procurement Officer Contact Name:** JOSHUA M. IRWIN, BUYER II

**Telephone:** (520) 866-6262

**Fax:** (520) 866-6661

**E-mail:** joshua.irwin@pinalcountyaz.gov



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### **DOCUMENTS REFERENCED:**

You may access a copy of the documents referenced within this Bid 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 through 13 – is available at:  
<http://pinalcountyyaz.gov/Departments/Finance/Pages/Home.aspx>

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

 The seal of Pinal County, Arizona, featuring a central figure holding a scale and a sword, surrounded by the text "THE SEAL OF PINAL COUNTY ARIZONA" and the dates "18" and "75".	ROQ: 08-10-13 PROJECT: PINAL COUNTY EMPLOYEE BENEFIT TRUST ATTORNEY  PAGE 3 OF 32	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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## AUTHORIZATION

In accordance with the Pinal County Procurement Code, Offers for the goods 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/box(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.**



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**PINAL COUNTY EMPLOYEE BENEFIT TRUST  
PROFESSIONAL LEGAL SERVICES  
STATEMENT OF WORK**

**1.0 OVERVIEW:**

The Pinal County Finance Department, Division of Purchasing, on behalf of the Pinal County Employee Benefit Trust (herein after referred to as “the Trust”) is soliciting for professional legal services to represent the Trust.


**2.0 BACKGROUND:**

The Pinal County Employee Benefit Trust was formed under the authority granted pursuant to Arizona Revised Statutes 11-981 and The Pinal County Employee Benefit Trust Agreement and Declaration of Trust signed December 15, 1999 by the Pinal County Board of Supervisors and effective January 1<sup>st</sup>, 2000, to provide and administer a plan of employee benefits for employees of Pinal County (herein after referred to as “the County”). The County currently offers a comprehensive benefit package to its estimated 2,200 employees and dependants. The benefit program includes a partially self-funded medical/prescription benefit program, fully self-funded dental, vision, and short term disability benefits and conventional insurance programs for Life/AD&D benefits. In addition, the program offers Flexible Spending Accounts for Medical and Dependent Care expenses. The County is geographically located within the State of Arizona, in south central Arizona.

**3.0 SPECIFIC INFORMATION:**

The Professional Legal Services under this agreement include, but are not limited to:

1. Legal representation to the Board of Trustees appointed to manage the employee benefit program for the County
2. Review and interpretation of statutes, rules, and regulations as they pertain to the Trust
3. Drafting and review of vendor agreements, insurance contracts, and other legal documents
4. Representation in external administrative proceedings
5. Representation in negotiations with suppliers and service providers
6. Representation in discussions with state agencies
7. Representation in litigation, or may assist in selecting alternative counsel as necessary
8. Telephonic or in-person participation in Board meetings (currently held quarterly)
9. When necessary, training of Trustees and administrative staff on legal issues (i.e. HIPAA, COBRA, WFTRA, ERISA, etc)
10. Such additional related legal services as may from time to time be assigned by the Trust.

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In addition to the other information required in this solicitation, respondents must provide the following information:

1. A Letter of Interest with a detailed resume for the Partner and/or Associate(s) proposed to be assigned to the Trust and for any support staff regularly expected to work on the Trust's business. PLEASE NOTE: If awarded the business, changes in the primary counsel proposed for this account may only be made upon approval or request of the Trust.
2. A minimum of three (3) client references which are similar in size and scope to the services requested by the Trust. References must be for services rendered within the last 2 years.
3. Detailed examples of your experience in drafting the following:
  - a. Trust and Intergovernmental Agreements
  - b. Benefit Vendor and supplier Contracts
  - c. Benefit Plan Document provisions
4. An outline of working knowledge of ARS § 11-981, ARS § 11-952, ERISA, HIPAA, COBRA, FMLA and USERRA. Please include examples of trainings or presentations you have attended and/or given in these areas.
5. Demonstrate experience in handling benefit claims litigation, including bad faith issues.
6. Demonstrate knowledge and experience with the Arizona public entity self-insurance regulations.
7. Demonstrate knowledge and experience with general public entity law including public meeting issues and administrative law.

#### **4.0 COSTS:**

Reimbursement will be at an hourly rate quoted in response to this solicitation for the Attorney (Partner), Attorney (Associate), and Paralegal.

Travel (mileage, per-diem, lodging reimbursement) to be reimbursed at standard GSA rate at the time the charges are accrued.

Charges reimbursable at cost include but are not limited to:

1. Service of Process
2. Copies
3. Postage
4. Long Distance Costs

Other charges must be approved by the Board of Trustees prior to expense.



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**CONTRACT LINE ITEMS**

<u>Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Hourly Rate</u>	<u>Period</u>
0001	Attorney - Partner	As needed		01/01/2009 thru 12/31/2009
1001				01/01/2010 thru 12/31/2010
2001				01/01/2011 thru 12/31/2011
3001				01/01/2012 thru 12/31/2012
4001				01/01/2013 thru 13/31/2013

<u>Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Hourly Rate</u>	<u>Period</u>
0002	Attorney - Associate	As needed		01/01/2009 thru 12/31/2009
1002				01/01/2010 thru 12/31/2010
2002				01/01/2011 thru 12/31/2011
3002				01/01/2012 thru 12/31/2012
4002				01/01/2013 thru 13/31/2013

<u>Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Hourly Rate</u>	<u>Period</u>
0003	Paralegal	As needed		01/01/2009 thru 12/31/2009
1003				01/01/2010 thru 12/31/2010
2003				01/01/2011 thru 12/31/2011
3003				01/01/2012 thru 12/31/2012
4003				01/01/2013 thru 13/31/2013

<u>Item</u>	<u>Service</u>	<u>Quantity</u>	<u>Hourly Rate</u>	<u>Period</u>
0004	Other - Describe	As needed		01/01/2009 thru 12/31/2009
1004				01/01/2010 thru 12/31/2010
2004				01/01/2011 thru 12/31/2011
3004				01/01/2012 thru 12/31/2012
4004				01/01/2013 thru 13/31/2013

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## SPECIAL TERMS CONDITIONS

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

<http://pinalcountyz.gov/Departments/Finance/Pages/Home.aspx>

### 1. CONTRACT TERM:


The contract term shall be 1 base year, with 4 one year option periods. The Trust may extend the term of this contract by written notice to the contractor within 30 days, provided the Trust gives the Contractor a preliminary notice of its intent to exercise at least 60 days prior to expiration. The preliminary notice does not commit the Trust to an extension. The total duration of this contract, including the exercise of any option periods, shall not exceed 5 years.

- 2. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Trust, 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 Trust, 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 Trust.

- 3. INSURANCE REQUIREMENTS:** Contractor, at Contactor'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 the Trust. The form of any insurance policies and forms must be acceptable to the Trust.

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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 The Trust, constitute a material breach of this Contract.

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

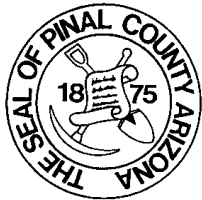
Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the Trust's right to coverage afforded under the insurance policies.

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 The Trust under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and The Trust, 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.

The Trust 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. The Trust 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 The Trust'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 The Trust, its agents, representatives, officers, directors, officials and employees as Additional Insured.

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

4. **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 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.



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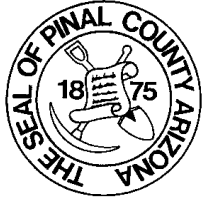
- 5. AUTOMOBILE LIABILITY:** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 6. CERTIFICATES OF INSURANCE:** Prior to commencing work or services under this Contract, Contractor shall furnish the Trust with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the Trust, 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 The Trust fifteen (15) days prior to the expiration date.

- 7 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 Trust.
- 8. 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 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 Trust, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.



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**9. 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  
All inquiries shall be addressed to:  
**JOSHUA M. IRWIN** (520) 866-6262  
[joshua.irwin@pinalcountyz.gov](mailto:joshua.irwin@pinalcountyz.gov)

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



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**10. EVALUATION CRITERIA:** The Trust and any outside experts the Trust considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. The Trust may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, the Trust reserves the option to enter into discussions on pricing and/or other portions determined to be in the Trust's own best interest. However, Offerors are cautioned that the Trust 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 3000 points will be awarded through the proposal evaluation process:

Area of Evaluation	Points Available
<b>Experience and Reliability</b> <ul style="list-style-type: none"><li>• Specific involvement with other counties, cities, and/or government agencies you have worked with or are currently working with.</li><li>• Other capabilities you can offer that would be of added value to this requirement.</li></ul>	800
<b>Technical Criteria</b> <ul style="list-style-type: none"><li>• Responsiveness of the proposal in clearly stating and understanding of the services to be performed</li></ul>	700
<b>Ability to meet the Trust's needs with available staff.</b>	500
<b>Cost</b>	500
<b>Interview (if requested)</b>	500

The Trust 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 Trust's best interest.



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- 12. SUBMISSION OF 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 request. Submissions of Offers failing to comply with this requirement may be declared non-responsive.
- 13. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS:** Contractors shall provide an original hardcopy (labeled) and ten (10) 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.
- 14. 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.
- 15. PROPOSED ACQUISITION MILESTONES:** This schedule is tentative and subject to change.

Pre-Proposal Conference (if any)	N/A
Questions Due	11/3/08 @ 12:00 PM
Offers Due	11/18/08 @ 2:00 PM
Offer Opening	11/18/08 @ 2:15 PM
Offer Tabulation	11/18/08 – 12/2/08
Recommendation for Award	12/3/08
Contract Award	12/17/08
Notice to Proceed	12/17/08




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## 16. OFFERORS CHECKLIST

	Yes/ No
Did you <b>sign</b> 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 ROQ # and Due Date and Time?	
Did you include one original and <b>10</b> 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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## UNIFORM GENERAL TERMS AND CONDITIONS

### 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 Trust 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 Trust and the Bidder/Firm.
  - G. **Trust:** The Pinal County Employee Benefit Trust.
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 Trust may, at reasonable times and places, audit the books and records of Bidder or any and all of Bidder's

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subcontractors. Said audit shall be limited to this contract and its scope of services.


4. Neither the Trust'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 Trust in accordance with applicable law for all damages to the Trust 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 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 Trust's Designated Representative and secure the Trust'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 Trust will not consider payment of any sums other than those already set forth under this contract.

The Trust 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 members of the Trust and 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 Trust 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.

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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 Trust may terminate this contract in whole or, from time to time, in part, for the Trust'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 Trust, the Trust shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
  - C. If the termination is for failure of the Bidder to fulfill the contract obligations, the Trust may complete the work by contract or otherwise, and the Bidder shall be liable for any additional cost incurred by the Trust.




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- 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 Trust.
- E. The rights and remedies of the Trust 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 Trust except by the Trust'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

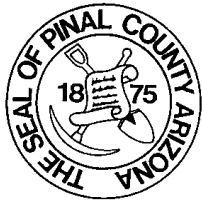
	<p>ROQ: 08-10-13  PROJECT: PINAL COUNTY EMPLOYEE  BENEFIT TRUST ATTORNEY</p> <p style="text-align: right;">PAGE 18 OF 32</p>	<p>Pinal County  Finance Department  31 N. Pinal St.  Bldg. A  P.O. Box 1348  Florence, AZ 85232</p>
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and who agree and are 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.

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 Trust for the purpose of assuring that no information contained in its records or obtained from the Trust 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 Trust. 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 Trust.
15. **GRATUITIES:** The Trust 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 Trust amending. In the event this contract is canceled by the Trust pursuant to this provision, the Trust 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.



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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 Pinal County Employee Benefit Trust.
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 usage 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 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




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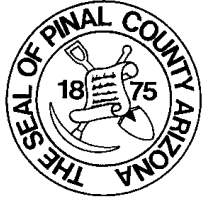
exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

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 Trust, shall not alter or affect the obligations of the Bidder or the rights of the Trust under the foregoing warranties. Additional warranty requirements may be set forth in this document.
25. **INDEMNIFICATION:** Bidder shall indemnify, and hold harmless the Trust, 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 Trust 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 Trust, 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 Trust 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 Trust 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

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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 Trust.
30. **RIGHT TO INSPECT:** The Trust may, at reasonable times, and at the Trust'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 Trust. 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 Trust shall make every effort to process payment for the purchase of materials or services within thirty (30) calendar days after receipt



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- of materials or services and a correct invoice. In consideration of the performance of the services described in the Scope of Work, the Trust shall pay the Bidder in accordance with the negotiated contract rates, and the Bidder shall charge the Trust only in accordance with those same rates. The Trust will pay the Bidder following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized Trust 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 Trust and shall become a matter of public record available for review subsequent to the award notification.
37. **SUBSEQUENT EMPLOYMENT:** The Trust 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 Trust 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 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 Trust 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




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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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## OFFER FORMAT REQUIREMENTS

**OFFER FORMAT:** Original and ten (10) 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 Trust will make no reimbursement for the cost of developing or presenting Offers in response to the ROQ. Each Offer (Original and copies) is to be submitted as identified below.

### **Title Page**

Each Offer must contain a title page that identifies the ROQ 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 fully completed and signed Attachment “B” Offeror’s Profile
2. A fully completed and signed Attachment “E” Deviations and Exceptions

### **Tab 2 - Completed Various Forms:** *(All Forms must have an Authorized Signature)*

Co-op Authorization

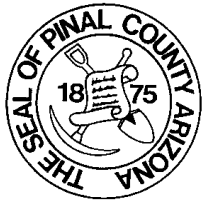
Addendum Acknowledgment Form (if any)

Non-Collusion Form,

W-9 Form

Offer & Acceptance Form,

If Offeror requires the Trust to sign a separate contract in the event of an award, then a copy of the separate contract must be included for The Trust’s consideration.



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### ATTACHMENT A: NO RESPONSE FORM

Offerors 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



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### ATTACHMENT B: OFFEROR'S PROFILE

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.

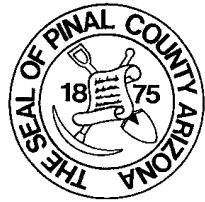
D. Will a Vendor Liaison be assigned to our account? Yes \_\_\_\_\_ No \_\_\_\_\_

1. If yes, identify who: \_\_\_\_\_

2. How many years of County experience does this Leader have handling public entity clients? \_\_\_\_\_

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE



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### ATTACHMENT C: REFERENCES

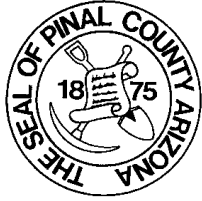
Please list a MINIMUM of three (3) clients for whom you have performed services similar to the Scope of Work in this solicitation.

Company Name: _____	POC: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	POC: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	POC: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	POC: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		



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### ATTACHMENT E: DEVIATIONS AND EXCEPTIONS

List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the ROQ 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 ROQ.

The following deviations/exceptions are being submitted for consideration:

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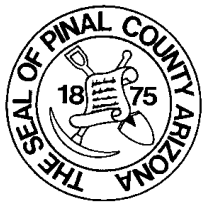
The undersigned hereby acknowledges that there are *no deviations/exceptions* to this solicitation:

---

Firm

---

Authorized Signature



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## ATTACHMENT F: ADDENDUM ACKNOWLEDGEMENT FORM

**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 include 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



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### ATTACHMENT G: NON-COLLUSION STATEMENT

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

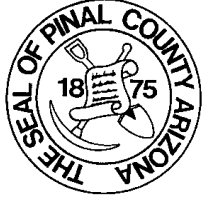
this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

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



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**ATTACHMENT H: W-9 FORM**

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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## OFFER AND ACCEPTANCE FORM

### OFFER

TO PINAL COUNTY EMPLOYEE BENEFIT TRUST:

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 General Terms and Conditions.

For clarification of this offer, contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(Street) (City) (ST) (ZIP)

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer Title

\_\_\_\_\_  
Printed Name Date

### ACCEPTANCE OF OFFER

*(For Pinal County Employee Benefit Trust Use Only)*

The offer is hereby accepted.

The Offeror is now bound to sell or provide 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 the Pinal County Employee Benefit Trust.

The contract is for: Pinal County Employee Benefit Trust Professional Legal Services

This contract shall henceforth be referenced to as Contract No. 08-10-13. 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 or notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Chairman, Pinal County Employee Benefit Trust

Approved as to form: \_\_\_\_\_  
Pinal County Attorney's Office