



PINAL COUNTY
wide open opportunity

Uniform Instructions

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

1 DEFINITIONS

“Attachment” means any item the Solicitation requires a Responder to submit as part of the Offer.

“Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Addendums.

“Contractor” means any person who has a Contract with the County.

“County” means Pinal County and any Department or Office of the County that executes the Contract.

“County Board of Supervisors” means 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.

“Days” means calendar days unless otherwise specified.

“Director” means the Finance Director (Chief Financial Officer) for Pinal County.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Fiscal Year” means the period beginning with July 1 and ending June 30.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

“Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

“May” means something that is not mandatory but permissible.

“Office or User Department” means the County elected official's office or County division responsible for managing the Contract and/or the project.

“Offer” means bid, proposal or quotation.

“Offer Due Date” means the exact date and time offers are due.

“Procurement Officer” means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

“Responder” means a vendor who responds to a Solicitation.

“Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

“Shall, Will, Must” means a mandatory requirement.

“Should” means something that is recommended but not mandatory.

“Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).

“Solicitation Addendum” means a written document that is issued by the Procurement Officer for the purpose of making changes to the Solicitation.

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2 INQUIRIES

- 2.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.



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- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Submittal Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 2.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.
- 2.7 Pre-Submittal Conference. If a pre-submittal conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 2.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 OFFER PREPARATION

- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
- 3.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.



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- 3.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 3.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 3.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
 - 3.12.2 Uniform Terms and Conditions;
 - 3.12.3 Statement or Scope of Work;
 - 3.12.4 Specifications;
 - 3.12.5 Attachments;
 - 3.12.6 Exhibits;
 - 3.12.7 Special Instructions to Responders;
 - 3.12.8 Uniform Instructions to Responders; and
 - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.



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3.15. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

4 SUBMISSION OF OFFER

4.1 Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Responder and Solicitation number. The County may open envelopes or containers to identify contents if the envelope or container is not clearly identified. Responder shall submit one (1) original as well as the amount of copies stated on the Solicitation cover page. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work.

4.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.

4.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.

4.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:

4.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

4.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.

4.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.

5 EVALUATION

5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.



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- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualification. A Responder (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.
- 6 AWARD**
- 6.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.
- 7. Protests**
- 7.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
- 7.1.1 The name, address and telephone number of the protester;
 - 7.1.2 The signature of the protester or its representative;
 - 7.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 7.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 7.1.5 The form of relief requested.