



PINAL COUNTY
wide open opportunity

RFP-150720 PCSO Towing Services

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

NOTICE OF REQUEST FOR PROPOSAL

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: PCSO TOWING SERVICES

Contract Type: FIRM FIXED PRICE

Contract Period: ONE YEAR INITIAL PERIOD MAR. 15, 2016 – MAR. 14, 2017
FIRST RENEWAL YEAR (OPTIONAL) MAR. 15, 2017 – MAR. 14, 2018
SECOND RENEWAL YEAR (OPTIONAL) MAR. 15, 2018 – MAR. 14, 2019
THIRD RENEWAL YEAR (OPTIONAL) MAR. 15, 2019 – MAR. 14, 2020
FOURTH RENEWAL YEAR (OPTIONAL) MAR. 15, 2020 – MAR. 14, 2021

Inspection Dates: TO BE SCHEDULED AND COMPLETED BETWEEN DECEMBER 10, 2015 – JANUARY 20, 2016

Question Due Date: OCTOBER 28, 2015

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON NOVEMBER 18, 2015

Number of Copies Required: ORIGINAL + 3 COPIES

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON NOVEMBER 18, 2015

Solicitation Opening Location: 31 NORTH PINAL STREET
BUILDING A
FLORENCE, AZ 85132

Procurement Officer Contact Name: LORI PRUITT

Telephone: (520) 866-6262

Fax: (520) 866-2903

E-mail: Lori.Pruitt@pinalcountyyaz.gov



PINAL COUNTY
wide open opportunity

Table of Contents

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

SOLICITATION DOCUMENTS

TABLE OF CONTENTS.....	p.	2
DEFINITIONS.....	p.	3
SPECIAL INSTRUCTIONS.....	p.	5
UNIFORM INSTRUCTIONS.....	p.	8
STATEMENT OF WORK.....	p.	12
SPECIAL TERMS AND CONDITIONS.....	p.	25
UNIFORM TERMS AND CONDITIONS.....	p.	28
ADDENDUM ACKNOWLEDGEMENT FORM.....	p.	36
W-9 FORM.....	p.	37
RESPONDERS CHECKLIST.....	p.	38
OFFER AND ACCEPTANCE FORM.....	p.	39

LIST OF EXHIBITS AND ATTACHMENTS

- Exhibit A: Tow District Map
- Exhibit B: Maximum Allowable Rate Schedule
- Exhibit C: Inspection Form

END OF SOLICITATION



PINAL COUNTY
wide open opportunity

Definitions

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

The following definitions apply to the entire Solicitation Document:

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

“Call-out/Hook-up” means the response of the towing company for a request for service from the Pinal County Sheriff’s Office. Actions may include but are not limited to hooking up the vehicle to be towed, loading it on a dolly, cleaning up debris, and additional labor as requested such as removal of a driveline.

“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 or 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.

“Extraordinary Situations” means burned vehicles, mountainside vehicles, vehicles in lakes, canals, or pools, or vehicles in desert areas requiring a four wheel drive tow truck or special equipment. Burned vehicles are described as vehicles burned beyond the engine compartment and/or with at least three tires lost as a result of the fire.

“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.

“Motorist Service Call” means the response to a PCSO request for service for a “disabled vehicle”. Disabled vehicle is defined as one that does not require towing, but needs fuel (gasoline or diesel), a tire change, inflation of a tire, water for a radiator, a jump start, or a locked door opened.

“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.

“Off Road Recovery” means the recovery of a vehicle from a desert area, farm field, ditch, ravine, or a body of water that is outside of the designated County right-of-way.

“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”).



PINAL • COUNTY
wide open opportunity

Definitions

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

"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.

"Towing Process" means the time lapse between the time the truck is en route to a scene until the vehicle is secured in the facility or has arrived at the customer's requested destination.

END OF DEFINITIONS



Special Instructions

1 DEFINITIONS

- 1.1 The Definitions on page 3 of this Solicitation apply to these Special Instructions.

2 INQUIRIES

- 2.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lori Pruitt at lori.pruitt@pinalcountyaz.gov. Questions should be submitted in writing. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 2.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

3 OFFER PREPARATION

- 3.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form 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 an Offer and Acceptance Form may result in rejection of the Offer.

- 3.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 3.7 of the Uniform Instructions.

Solicitation Addendums are posted on the Pinal County website at the following address:

<http://pinalcountyaz.gov/Departments/Finance/Pages/BidsProposals.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums 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 (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.

- 3.3 Estimated Quantities. The county anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the Contractor. The quantities that may be reflected in the solicitation are estimates only.

- 3.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into two (2) sections as follows:

3.4.1 Section One. Section One shall contain the Title Page as well as the following forms: Offer & Acceptance Form, Addendum Acknowledgment Form, W-9 Form, Responder's Checklist.

3.4.2 Section Two. Section Two shall contain all Offer Forms as required under Special Instructions, Paragraph 3.5 Offer Forms listed below.

- 3.5 Response Forms. Offers shall include the following completed Response Forms.

3.5.1 RFP-150720 Response Form 1 – Questions

3.5.2 RFP-150720 Response Form 2 – Tow Designation & Equipment List

3.5.3 RFP-150720 Response Form 3 – Storage Facility List

3.5.4 RFP-150720 Response Form 4 – Personnel List

3.5.5 RFP-150720 Response Form 5 – Insurance Requirements



PINAL COUNTY
wide open opportunity

Special Instructions

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

3.6 Additional Special Instructions. Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

3.7 Additional Terms and Conditions. Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

4 SUBMISSION OF OFFER

4.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

5 EVALUATION

5.1 Evaluation. In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Capacity of Offer
2. Method of Approach
3. Conformance to Terms and Conditions

5.2 Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.

5.3 Negotiations. County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.

5.4 Responsibility, Responsiveness and Acceptability. In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

5.5 Best and Final Offers. If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.



PINAL • COUNTY
wide open opportunity

Special Instructions

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

6 AWARD

- 6.1 Contract Document Consolidation. At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 6.2 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.



Uniform Instructions

1 **DEFINITIONS** - The Definitions on page 3 apply to these Uniform Instructions.

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.
- 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-Offer 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-Offer Conference. If a pre-Offer 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 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.



PINAL COUNTY
wide open opportunity

Uniform Instructions

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

- 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.
- 3.5 Subcontracts. Subcontractors are not authorized for this Contract.
- 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 by attaching a current W-9 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



Uniform Instructions

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.

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.



PINAL COUNTY
wide open opportunity

Uniform Instructions

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

- 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.
- 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 there under. 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.



PINAL COUNTY
wide open opportunity

Statement of Work

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

1 INTRODUCTION & BACKGROUND

1.1 Introduction.

Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima counties, approximately 50 miles from downtown Phoenix, and downtown Tucson. Pinal County's population in 2012 was estimated at 385,000.

The economy of the County is largely based on agriculture and copper mining, with farming predominating in the western half of the County, and mining in the eastern half. Industrial and service jobs are being created in the population centers of Casa Grande, Coolidge, Eloy, and Apache Junction. Pinal County has a five-member Board of Supervisors with a Board-Manager form of government.

1.2 Background.

The purpose of this solicitation is to enter into term contracts with multiple towing service companies capable of providing all equipment, hardware, personnel, labor, storage facilities, insurance, and services required to provide Pinal County Sheriff's Office (PCSO) initiated towing and related services 24 hours per day/7 days per week for Pinal County (County). Services include but may not be limited to the following: accident scene towing, accident site cleanup, abandoned and confiscated vehicle towing, stranded motorist roadside assistance, and storage.

2 GENERAL REQUIREMENTS

2.1 Business Presence.

Responders to this solicitation shall agree to furnish towing services for the towing district(s) described below that are located in Pinal County. Those services shall be for light, medium, and heavy duty removal in accordance with Arizona Revised Statute (A.R.S.) §28-872 and any other towing or removal for which the Pinal County Sheriff's Office chooses to use the Contractor.

Towing and storage services for public vehicles will be awarded by geographic areas (tow districts) and on a rotational basis per the County defined tow boundaries for PCSO requested services. The responder shall select which tow district(s) they are submitting a proposal for on Response Form 2 – Tow Designation & Equipment List. To ensure appropriate coverage for each district, the responder shall have a separate tow vehicle for each district they are submitting a proposal for.

Responders shall have and maintain an existing and properly zoned place of business with a tow release facility and storage facility without exception. In addition, the responder shall have and maintain a properly zoned vehicle storage facility within each tow district that he/she submits a proposal for. Responder's with a storage facility on either side of a district boundary that is visible, easily accessible, and not more than one (1) mile from that boundary, may submit a proposal for that additional district.

PCSO does not approve of "joint venture businesses" or "subcontractors" representing an approved Contractor. PCSO will only do business with awarded Contractors and no other affiliates of that Contractor. There will be NO exceptions.

Any acceptance by Pinal County of offers for providing services in adjoining districts shall be made at the sole discretion of the County. All such determinations shall be final and therefore not subject to challenge or claim by the respondent. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of PCSO. No guarantee shall be made to any resultant Contractor as to the number or frequency of provided services. PCSO shall reserve the right to utilize, on an ad hoc basis, the services of any resultant Contractor from any tow district during the contract term. The County reserves the right to add Contractors to a tow district due to an insufficient number of providers or insufficient skill set to satisfy the county's needs or to ensure adequate competition on any project or task.

2.1.1 **GEOGRAPHIC TOW DISTRICTS:** For the purposes of this contract, Pinal County has been divided into the following eight (8) contract tow districts (see Exhibit A for Tow District Map). Heavy Tow Truck Operations are exempt from Tow District Boundary Rules.



PINAL COUNTY
wide open opportunity

Statement of Work

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

- District One:** West boundary line starts the intersection of Highway 87 and BIA Road 7 and continues along HWY 87 to the intersection of Highway 87 and Skousen Road, then Skousen Road continuing south to Eleven Mile Corner Road ending at Selma Highway.
- South boundary line starts on the east on Selma Highway extending to Highway 79 at 96 Ranch Road then continuing on an imaginary line to Highway 177 mile marker 139.5.
- North boundary line starts at Highway 177 mile marker 139.5 and continues along an imaginary line to Arizona Farms Road at Highway 79.
- East boundary line continues on Highway 79 then continues along the Arizona Farms alignment to the Intersection of Highway 87 and BIA Road 7.
- District Two:** West boundary line starts at the Thorton Road extension and Philips Road and extends south to the county line.
- South boundary line is the southern county line of Pinal and Pima County.
- East boundary line Mule Deer Road north to Owl Head Ranch Drive extending north to 96 Ranch Road on Highway 79.
- North boundary line, starts at Eleven Mile Corner at Selma Hwy then extends East on Selma Hwy to 96 Ranch Road on Highway 79.
- West Boundary line starts at Eleven Mile Corner and Selma Hwy and continues South on Eleven Mile Corner to Phillips Road, then west on Philips ending at Thornton Road extension.
- District Three:** West boundary line starts at the north county line on Anderson Road extending south to the southern county line.
- South boundary line starts at Anderson Road extension, east on Pinal/Pima County line to the Thornton Road extension then North on the Thornton Road Extension to Phillips Road then continues East on Phillips road to the intersection of Phillips Road and Eleven Mile Corner Road.
- East Boundary line starts at the Phillips Road and Eleven Mile Corner Road intersection and continues North on the Eleven Mile Corner extension to Highway 87.
- North boundary line starts at Highway 87 and the Eleven Mile Corner extension, west on Highway 87 to BIA Rd 7 then north on the BIA Rd 7 extension to the Maricopa/ Pinal County line, then west on the County line to the Anderson Road Extension.
- District Four:** East boundary line is Anderson Road starting at the north county line extending to the south county line.
- The north and west boundary line is the Pinal/ Maricopa County line.
- The south boundary line is the Pinal/ Pima County line.
- District Five:** West boundary line starts at the northwest corner of Pinal/ Maricopa County line extending Germann Road extension.
- South boundary line is the Germann extension east to Ironwood Road, continuing on an imaginary line to the US 60/ Highway 79 junction. District Five includes the Area South of US60 between Gold Canyon and Florence Jct, to encompass the State Trust Land.



PINAL COUNTY
wide open opportunity

Statement of Work

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

East boundary line starts at Highway 79/ US 60 Junction and continues along an imaginary line from that point north to the Pinal/Maricopa County Line.

North Boundary line is the Pinal County/ Maricopa Line.

District Six: West boundary line starts at Highway 79 at 96 Ranch Road extending south to Owl Head Ranch Dr, intersecting with Mule Deer Road continuing south on Mule Deer Road ending at the south county line of Pinal/ Pima County.

South boundary line is the Pinal/ Pima county line.

East boundary line is the Pinal/ Graham county line.

North boundary line starts at Highway 177 mile marker 139.5 extending on an imaginary line to the intersection of Highway 79 at 96 Ranch Road.

District Seven: West boundary line starts at the north Pinal/Maricopa County line south on BIA Rd 7 extension to Highway 87.

South boundary line starts at Highway 87 and BIA Rd. 7 continuing East on the Arizona Farms alignment to Arizona Farms and Highway 79.

East boundary line starts at Highway 79 to HWY 79 HWY 60 Junction.

North Boundary line is from Highway 79 and Highway 60 continuing west on the German extension to the Maricopa/ Pinal County lines.

District Eight: West boundary line starts at Arizona Farms at Highway 79 north to Highway 79 and US 60 junctions and continuing along the Highway 79 alignment to the Pinal/ Maricopa County Line.

North and west boundary lines are the Pinal/Maricopa line and Pinal/ Gila county lines.

South boundary starting point is Highway 79 at Arizona Farms Road continuing along an imaginary straight line to Highway 177 mile marker 139.5 which is the Pinal/Gila County line on Highway 177.

2.2 Personnel Requirements.

2.2.1 Tow truck operators shall maintain compliance with Arizona Administrative Code Section R13-3-1201: Tow Truck Agent and Company Requirements. Per this guideline, the Contractor shall ensure that it and all of its tow truck operators meet the following criteria:

- a) Possess and carry a valid driver's license for the class of tow truck operated.
- b) Possess and carry a current medical examination certificate in accordance with 49 CFR 391.45 (October 1, 2003) as incorporated by reference in A.A.C. R17-5-202.
- c) Does not operate a tow truck if operator has more than two moving violation convictions within the previous 12 months.
- d) Possess the skills and knowledge to rig, move, pick up, and transport a vehicle without causing avoidable damage to the vehicle or other property.
- e) Has not consumed any alcoholic beverage within four hours of operating the tow truck.
- f) Is not using or under the influence of alcohol or any other substances as in A.R.S. § 13-3401 while operating a tow truck: peyote, vapor-releasing substance containing a toxic substance, marijuana, dangerous drugs, narcotic drugs, or prescription-only drug unless the tow truck agent obtains the prescription-only drug pursuant to a valid prescription.
- g) Has not been convicted of committing a crime involving fraud, embezzlement, or theft in the five years before operating a tow truck and has never been convicted of committing a felony homicide, felony kidnapping, felony assault, felony sexual offense, or felony robbery.



PINAL COUNTY
wide open opportunity

Statement of Work

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

- h) Has not been convicted under A.R.S. § 28-1381 (driving while under the influence of narcotics, dangerous drugs, or intoxicating beverages) or A.R.S. § 28-693 (reckless driving) while engaged in the operation of a tow truck.
- i) Does not operate a tow truck while the operator's license to drive is suspended under A.R.S. § 28-1321 (Implied Consent Law), A.R.S. § 28-3473 (license suspension or revocation), or A.R.S. § 28-4141 (suspended license, no insurance).
- j) Be in compliance with A.R.S. § 41-1830.51.
- k) Shall permit a peace officer or other duly authorized agent of a law enforcement agency to inspect a tow truck to determine compliance with the requirements of this contract. The inspection may be conducted without notice at any reasonable time and place.
- l) Shall not operate a tow truck without an identification number and a legible copy of a tow truck inspection report, as required by this guideline.
- m) Shall not transfer a permit decal or tow truck inspection report from one tow truck to another.
- n) Shall not tow or move a vehicle from a highway, street, or public property without prior authorization from the owner or operator of the vehicle, the owner's agent, a person responsible for maintaining the public property, or a law enforcement officer. The tow truck agent may move, but shall not tow, a vehicle to extract an individual from wreckage or to remove a hazard to life or property at a collision scene.
- o) Shall not use a hand-operated or electric winch for collision recovery work.
- p) Shall not operate a tow truck for collision recovery work unless certified for collision recovery.
- q) Shall not use a flatbed tow truck with a Gross Vehicle Weight Rating (G.V.W.R.) of less than 14,001 pounds to transport more than one vehicle unless the additional vehicle is a golf cart, a motor-driven cycle, or a trailer that weighs less than 1,500 pounds.
- r) Shall not operate a tow truck that has one or more of the following defects:
 - Both warning light assembly lights missing or inoperative
 - All load securement devices missing or defective
 - A portable lamp not in compliance with A.R.S. §§ 28-925(A) or 28-939, if a portable lamp is required
 - Any steering axle tire with less than 4/32-inch tread depth in one major groove
 - For an axle other than a steering axle, a tire with less than 2/32-inch tread depth and for a dual wheel axle, both tires on the same side with less than 2/32-inch tread depth
 - Any flat tire or tire with cord exposed by cut or wear
 - Any tow plate, tow bar, tow sling, wheel-lift, or under-lift exhibiting wear in excess of manufacturer standards at any pivot point or any crack in a structural component
 - Wire rope in violation of R13-3-1106;
 - Any component not maintained within manufacturer standards
 - A deficiency noted on an inspection report after the time-frame available to the tow truck agent to correct deficiencies has elapsed
- s) Shall not equip a tow truck with homemade boom assembly or homemade winch, unless the tow truck company has a certification from a licensed testing facility certifying the tested line pull of the winch or the tested lifting capacity of the boom assembly.
- t) Shall not tow a vehicle using a tow sling, tow plate, or tow bar unless appropriate load securement devices are attached.
- u) Shall not transport a vehicle by flatbed or truck, truck-tractor, or semi-trailer unless the vehicle is secured with a minimum of a four-point tie-down, not including the winch.
- v) Shall not tow a vehicle with a wheel-lift, under-lift, tow plate, tow bar, or tow sling unless two safety chains are attached by crossing the chains with one end of each chain attached to a major structural member of the tow truck and the other end attached to a major structural member of the towed vehicle, with no attachments to the bumpers.
- w) Shall not tow a vehicle using a tow plate, tow bar, tow sling, wheel-lift, or under-lift unless a portable lamp is affixed to the rear of the rear-most towed vehicle, in plain view, and when activated, visible to traffic traveling in the same direction.
- x) Shall not activate warning light assembly except at the scene of service or when transporting a vehicle that presents a hazard from a collision scene.
- y) Shall not use any vehicle towed or article stored in the towed vehicle, unless it is the property of the tow truck company or tow truck agent.



PINAL COUNTY
wide open opportunity

Statement of Work

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

- z) Shall not operate a tow truck that exceeds the manufacturer's G.V.W.R. without a load or manufacturer's rated capacity for the boom or bed assembly.
- aa) Shall not operate a tow truck that is equipped with a tow plate, tow bar, or tow sling unless the tow plate, tow bar, or tow sling has a manufacturer weight rating exceeding any load carried on it.
- bb) Shall not refuse to make prompt restitution for any damage for which the tow truck company is legally liable.

2.2.2 The Contractor and his/her employees will occasionally have access to information of a confidential nature and/or evidence that may be used in the prosecution of criminal violations. By responding to this RFP, the Contractor is agreeing to the following:

- a) All employees who perform any work associated with this contract are required to have a background check, to include fingerprinting, completed by a PSCO authorized facility. Pursuant to State law, the information obtained from the background check cannot be divulged to an individual or any unauthorized party.
- b) The costs associated with completing these background checks are the sole responsibility of the Contractor.
- c) Results of all background checks are to be provided to PCSO for review.
- d) For the protection of the State and motoring public, and at the sole discretion of PCSO, any criminal history and/or criminal behavior will be used to determine if an individual is appropriate to represent PCSO.
- e) PCSO reserves the right to deny any Contractor or employee eligibility to represent PCSO.
- f) The eligibility of an individual is the decision of PCSO and shall be final, therefore NOT subject to appeal. PCSO reserves the right to conduct additional background checks on any Respondent's employee as deemed necessary to determine if an employee(s) remains appropriate to represent PCSO.

2.3 Equipment Requirements.

2.3.1 Contractor shall have and maintain their tow truck(s) in accordance with Arizona Administrative Code, sections R13-3-1001 through R13-3-1107 as applicable to the type of equipment designation (i.e. light, medium, or heavy duty). A full text version of these requirements is available by contacting the Arizona Secretary of State's office at (602)542-4086 or via download at www.azsos.gov located under the Arizona Administrative Rules section.

2.3.2 At a minimum, tow trucks should meet the following requirements:

- a) DPS issued permit decals shall be properly affixed (R13-3-902(E)(1)).
- b) Both sides of the tow truck shall display the Company name, full name of town or city in which the Contractor is located and the 10-digit business telephone number. Letters shall contrast sharply in color with the background on which the letters are placed, be readily legible during daylight hours from a distance of 50 feet while the tow truck is stationary, and be maintained in a manner that retains the legibility (R13-3-1101 paragraph A).
- c) Tow truck shall be mechanically sound and roadworthy with current year registration.
- d) Tow truck shall be retrofitted with functioning light safety bars.
- e) An adequate supply of road safety devices (i.e. safety flares, lights, reflective highway stands, etc) shall be maintained on tow truck.
- f) Tow truck shall be equipped with a minimum of two (2) jack stands and four (4) optional tire sliding devices.
- g) Tow truck shall be equipped with sufficient safety and ancillary equipment (i.e. chains, slings, bumpers, snatch blocks, brooms, shovels, sand buckets and/or containers) for carrying trash and vehicle debris required to safely clear vehicles, prepare them for towing, and to perform all on-scene site clean-up services.
- h) Rollback and/or tilt bed trucks shall have a minimum of two (2) motorcycle tie down straps.
- i) Tow truck shall have valid proof of insurance at all times inside the vehicle.

2.3.3 Contractor shall maintain an adequate supply of business and contract rate cards in all tow trucks of distribution to all persons on-scene requiring contracted tow services. All costs associated with printing, maintaining, and distributing cards shall be responsibility of Contractor. Information contained on the cards shall, at a minimum, contain the following:

- a) Business name
- b) Business address
- c) Business contact information (all available telephone and fax numbers and email addresses)



PINAL COUNTY
wide open opportunity

Statement of Work

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

- d) Hours of operation
- e) Storage facility addresses
- f) Storage facility telephone numbers for both normal hours and after hour access
- g) The contracted rate schedules

Should the person(s) requiring tow service not be on-scene, the business and contract rate cards shall be provided to the Deputy for proper distribution.

2.4 Towing Service Requirements.

2.4.1 PCSO and on-scene Deputy shall be solely responsible for all on-scene tow service actions.

2.4.2 The tow truck operator shall be responsible for the on-scene clean-up of debris at the scene of an accident per A.R.S. §28-674 (H), unless instructed otherwise by the on-scene Deputy or designee not to do so. The Contractor may require reasonable, additional charges (i.e. extra equipment and/or labor) for spilled cargo recovery, vehicle recovery from filled waterways, or other extraordinary circumstances (see definitions on page 3) based on actual time and cost expended on the clean-up and must be approved by on-scene Deputy. Operators are not permitted to utilize juveniles (persons under the age of 18 years) to perform this clean-up or any other function at the collision or call-out scene unless exempt under A.R.S. §23-235). The tow truck operator shall have and maintain the equipment and supplies required to perform on-scene clean up services.

2.4.3 In cases where the Department requests emergency/expedited towing services, it is expected that the Contractor shall respond as quickly and safely as possible. At no time shall the Contractor be entitled to violate any law pertaining to the safe and prudent operation of its vehicles on state and local highways and roadways. Tow trucks are not authorized emergency vehicles and therefore shall obey all traffic laws established for prudent, responsible, and safe driving throughout the State.

2.4.4 To ensure accurate information is captured for dissemination, the tow truck operator who accepts responsibility of the vehicle and the vehicle report shall verify that the information below is clearly listed and legible on the Contractor's copy of the Vehicle Report BEFORE accepting the report from the Deputy.

- a) Type of impound must be marked in the upper-right-hand corner of the vehicle report
- b) DR#
- c) VIN#
- d) Year, make, model, license plate and mileage
- e) Driver's information and signature

In the event the tow truck operator is unable to read the Contractor's copy of the Vehicle Report, or believes pertinent information is missing, it is the tow truck operator's responsibility to bring any discrepancies to the attention of the Deputy before accepting the report. However, in the event that the discrepancies remain unresolved after requesting the Deputy to correct them, the tow truck operator shall accept the vehicle and vehicle report with no further delay. The Contractor receiving the vehicle must send an email to pcso30dayimpound@pinalcountyaz.gov within 12 hours that includes a scanned copy of the vehicle report and outlines any discrepancy to be reviewed by the PCSO towing coordinator.

2.4.5 Right of Refusal: In the event that a vehicle owner requests service by an alternate towing company and the on-scene Deputy Sheriff approves that request, the Contractor shall honor that request.

PCSO shall reserve the right, at its sole discretion and as it deems necessary, to refuse to use a Contractor's services for reasons including, but not limited to the following:

- a) Tow truck operator is suspected of consuming alcoholic beverages, narcotics or other dangerous drugs.
- b) Tow truck operator lacks appropriate skills to handle an on-scene situation.
- c) Late arrival by a tow truck operator at a specified scene.
- d) Contractor or other tow company who was not dispatched by PCSO (If the situation is an emergency, the truck may be used only to the point of eliminating the hazard from the roadway).
- e) Tow truck not being properly equipped.
- f) Any other reason an on-scene Deputy Sheriff considers appropriate to ensure the safety of the driving public.



PINAL COUNTY
wide open opportunity

Statement of Work

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

- g) Should a call be cancelled before work or service at the scene is performed, there will be no charge to either the owner of the vehicle or to PCSO.

2.5 Inspection.

As part of this solicitation process, Responder's shall allow PCSO to conduct an inspection of storage facility and tow equipment to ensure both are in compliance with the specifications of this RFP. Failure to meet the inspection requirements as stated on Exhibit C, may result in exclusion from consideration of award of this contract.

2.6 Responsiveness.

- 2.6.1 The Contractor shall accept and return PCSO initiated service calls and shall dispatch tow trucks to designated service locations (scenes) 24 hours per day, 365 days per year (including State observed holidays).
- 2.6.2 Contractor shall respond to all PCSO initiated tow related service requests immediately. In the event that a Contractor does not respond immediately, PCSO reserves the right to contact alternate Contractors. Answering machines or third party answering service companies that do not have dispatch capabilities shall not be used under this contract.
- 2.6.3 On-scene Response Times: The goal for an on-scene response time is 30 minutes. Response time may be altered to allow for reasonable and safe driving time, to compensate for periods of inclement weather that would create hazardous driving conditions, to compensate for unforeseen highway closures and detours, or for parking limitations imposed by municipalities. The Contractor shall have the ability to communicate with operators via radio, mobile telephone, or other like equipment, to provide PCSO Operational Communications the ability to pass on information to the operator through the Contractor's dispatch center as the operator responds to a call. When contacted by the dispatcher, the Contractor shall provide an ETA to the dispatcher. Should the ETA seem excessive, or the 30 minute time frame exceeded with no reasonable and/or valid explanation, the dispatcher or on-scene Deputy may choose to contact another company. If the dispatcher or on-scene Deputy chooses to contact another company, the Contractor forfeits the right to remain the next available contract tow on the PCSO computer generated tow rotation list.

The Department recognizes that occasions may arise in which a Contractor may be unable to supply a tow truck. In this situation, the Contractor shall advise PCSO Dispatch that they are unable to accept the call and respond within 30 minutes. Dispatch will then contact the next tow truck company on the contracted towing list to respond to the call. Contractor must notify PCSO Dispatch when a tow truck is responding to a non-PCSO call in a PCSO jurisdiction.

Continued excessive response times by the Contractor, as determined by PCSO, may be considered grounds for termination of the contract.

2.7 Storage Facility Requirements.

- 2.7.1 The Responder shall have and maintain a properly zoned vehicle storage facility within each tow district that he/she submits a proposal for. In addition, the storage facility(s) shall meet the following minimum requirements:
- The storage facility shall be sized at a minimum of 50' x 75'.
 - The perimeter shall be secured by a minimum 6 ft high enclosure, such as chain link, block fence, or fully enclosed building, with secured entry ways such as lockable gates or garage type doors.
 - Access shall be limited to the Contractor, employees of the Contractor, PCSO personnel, vehicle owners, or others having legitimate business reasons for entering the facilities.
 - Entryways shall be locked at all times when the Contractor or his/her employees are not present.
 - Usage of storage facility shall be limited to the exclusive use of storing of towed vehicles, separate from any other business of the Contractor such as dismantling or repairing of vehicles.
 - Ground surface shall be an all-weather surface such as concrete, asphalt, black top, stone, macadam, limestone, iron ore, gravel, shale, caliche, or other surface material required to enable the safe movement of stored vehicles throughout the facility both under their own power and while under tow during all weather conditions and at all times. Ground surfaces shall also be free of overgrown vegetation;
 - Illumination levels shall be adequate for nighttime release of vehicles. Adequate meaning sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there shall be one lighting fixture containing at least a 250 watt element for each ¼ acre of storage.



PINAL COUNTY
wide open opportunity

Statement of Work

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

- h) The storage facility shall be accessible for releasing vehicles and/or property between 8:00 A.M. and 5:00 P.M. Monday through Friday and 8:00 A.M. and 12:00 P.M. (noon) on Saturdays (excluding holidays) at no additional charge. If the facility is a satellite facility which may or may not have employees present during accessibility hours, there shall be a reasonable response time to assist customers that shall not exceed thirty (30) minutes from initial customer and/or PCSO contact.
- i) The storage facility shall have, within 14 days of contract award, or as mutually agreed upon in writing with PCSO, clearly visible and legible signage at the storage facility's main entrance. If a business office is located in a separate location, it too shall meet the following signage requirements. Signs shall have letters at least two (2") inches in height with contrasting background, shall be visible from a minimum of 10 feet away, and shall contain a minimum of the following information:
- Business name
 - Street address
 - Storage facility regular business hours
 - Storage facility access telephone number (person responsible for allowing vehicle owner access to vehicle 24 hours per day, 365 days per year)
 - Contracted rate schedules
 - Accepted forms of payment
 - List of documents required for release of vehicles.

2.7.2 PCSO may, at its sole discretion, inspect the Respondent's storage facility(s) to ensure compliance before contract award as well as at any time during the contract period. Failure to maintain storage facilities as described herein shall result in contract cancellation. Contractors who wish to relocate a storage facility to an alternate location within the same district must seek advance written approval from the Sheriff's Office at least 30 days prior to such proposed relocation.

2.8 Storage Policies/Procedures.

- 2.8.1 All vehicles towed under this contract shall be stored at the storage facilities designated herein, unless towed to an alternate location at the request of the vehicle owner.
- 2.8.2 The Contractor shall assume sole responsibility for theft, disappearance, or damage of vehicle, its parts, or any personal items within the vehicle once vehicle has been taken under tow and/or stored in its facilities. This excludes any items removed from the vehicle and taken into custody by a PCSO Deputy.
- 2.8.3 The Contractor may remove a mechanical part, such as a battery or distributor rotor, to prevent unauthorized removal of the vehicle. If this is done the Contractor shall document such removal on the two invoice inventory list and shall be solely responsible for its return and reinstallation (at Contractor's expense) at the time the vehicle is released unless otherwise instructed by PCSO. Contractors shall assist vehicle owners/owners agents, when necessary, by retrieving ownership documents or identification from a towed vehicle or by accompanying them while they retrieve documents from a towed vehicle.
- 2.8.4 The Contractor shall allow vehicle owner/owner's agents, with valid proof of ownership or authorization, access to a towed vehicle for removal of personal effects at any time after the completion of the tow. The Contractor shall provide this service without charge during regular business hours. The Contractor may assess an after-hours release fee at the rate specified herein if the vehicle owner/owner's agent requests access outside of regular business hours.
- 2.8.5 The Contractor shall allow vehicle owner/owner's agents, with valid proof of ownership or authorization, access to a towed vehicle for purposes of inspecting and/or documenting its condition. The Contractor shall provide this service without charge during regular business hours. The Contractor may assess an after-hours release fee, at the rate specified herein if the owner/owner's agent requests access outside of regular business hours.
- 2.8.6 **VEHICLE RECORDS:** The Contractor shall maintain records of all vehicles towed and/or stored under this contract for a period no less than six (6) years. At a minimum, these records shall include the following information:
- a) Date of the provided towing service
 - b) Date vehicle was placed in storage
 - c) Time vehicle was placed in storage



PINAL COUNTY
wide open opportunity

Statement of Work

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

- d) Location where the service and/or tow was initiated
- e) Make, model, and year of the vehicle
- f) License plate number and state
- g) Vehicle identification number (VIN)
- h) Date the vehicle was claimed
- i) Time the vehicle was claimed
- j) Identity of the person who claimed the vehicle
- k) Identity of the person(s) who removed personal property from the vehicle
- l) Date of the 10-day filing (if applicable)
- m) Date of the 30-day filing (if applicable)

2.8.7 **PROPERTY INVENTORY REPORTS:** A PCSO Deputy shall prepare a Vehicle Property Inventory Report for every vehicle towed under the contract as soon as the vehicle is taken into PCSO custody. The Contractor/tow truck operator shall keep a copy of this Vehicle Property Inventory Report.

Contractors/tow truck operators may remove personal items from a vehicle and place them into secure storage as a protection measure against theft or loss. Any personal items removed from a vehicle shall be tagged with the tow number, vehicle identification number, and vehicle license number and shall be noted on a Tow Invoice Inventory List.

2.8.8 **ABANDONED VEHICLES:** The filing of a 10 and/or 30 day electronic abandoned vehicle report is to be filed as required by the Arizona Revised Statutes §28-4838. Per this contract the Contractor shall follow these guidelines as they relate to abandoned vehicles:

- a) Contractors in possession of vehicles for A.R.S. §§28-3511 - 28-3515 shall not submit an electronic abandoned vehicle report prior to the expiration of the "30th Day" from the date of impoundment and shall not submit an Electronic Abandoned Vehicle Report prior to the expiration of the "10th Day" from the date of storage for all other vehicles.
- b) Contractors in possession of an abandoned vehicle, defined as one in which no claim has been made for the return of the vehicle by a person legally entitled to the vehicle, shall submit an Electronic Abandoned Vehicle Report to the MVD no later than the 15th day the vehicle has been in storage and no later than the 40th day for vehicles impounded under A.R.S. §§28-3511 - 28-3515.
- c) Contractors that have not received a claim to return the vehicle by a person legally entitled to the vehicle may charge a \$15 flat fee for processing the electronic report. If an inspection was completed, the Contractor may charge an additional \$35 fee.
- d) Contractors that fail to comply with the electronic reporting requirement for abandoned vehicles shall forfeit all claims for towing and storage fees of the vehicle.
- e) Contractors that receive a new title after filing for an abandonment title under A.R.S. §§28-3511 - 28-3515, must complete an Abandoned Vehicle Release Form. A photocopy of the newly obtained title and the release form must be submitted to the PCSO Impound Unit so that a release can be processed at no charge. The instructions for this process are outlined on the Abandoned Vehicle Release Form.

2.8.9 **SURRENDERED TITLES:** Contractors who agree to accept a vehicle title from a registered owner must direct the registered owner to contact PCSO first to obtain a release and pay the administrative fee. In the event that the registered owner does not have a valid registration and/or proof of insurance, PCSO will accept a letter from the Contractor (on the Contractor's letterhead) stating that the Contractor is accepting ownership of the vehicle and assuming responsibility that the vehicle will NOT leave the tow facility without proof of insurance and valid registration unless it is going to salvage.

In the event that the Contractor accepts the vehicle title but fails to have the registered owner obtain a release and pay PCSO's administrative fee, the Contractor will be responsible for:

- a) Scheduling an appointment for release with the PCSO 30-day Impound Unit.
- b) Providing valid registration and proof of insurance (a Contractor's letter as outlined in this section may be substituted for proof of registration/insurance)
- c) Paying PCSO's administrative fee of \$150.

2.8.10 **REPORTING REQUIREMENTS:** The Contractor is responsible for updating and maintaining a Vehicle Status Report in Google Documents (Google Docs). This active document shall be updated to reflect the current status of



Statement of Work

all vehicles towed and stored under this contract. The report shall be in a chronological format reflecting the most up to date information for each vehicle handled by that Contractor and shall have a 90 day retention period after release of vehicle. The Contractor shall ensure the Google Docs report is updated within 12 hours of receiving any vehicle or any change to the status of a vehicle.

Maintenance of the Vehicle Status Report in Google Docs will require a computer with ability to access the internet. Training for Google Docs including instructions on how to update the Vehicle Status Report in Google Docs will be held by PCSO for all awarded Contractors after award has been made during a Post Award Meeting with all selected vendors.

2.9 Rates/Billing.

2.9.1 BILLING: No fees other than those listed on the Maximum Rate Schedule (Appendix A) and as outlined in this contract, may be charged during the term of this contract. Service categories and billing parties shall be only those identified below:

- a) Accident scene towing, site clean-up, and vehicle storage services shall be billed to vehicle owner, insurance carrier, or lien holder depending on applicability. PCSO shall not be responsible for payment of these services.
- b) Abandoned vehicle towing and storage services shall be billed to vehicle owner, insurance carrier, or lien holder depending on applicability. PCSO shall not be responsible for payment of these services.
- c) Stranded motorist roadside assistance services shall be billed to the vehicle driver or owner. PCSO shall not be responsible for payment of these services.
- d) All other PCSO initiated tow related services performed in accordance with A.R.S. §28-872 and A.R.S. §28-3511 and/or which the Department may require shall be billed to the vehicle owner, insurance carrier, or lien holder. PCSO shall not be responsible for payment of these services.
- e) Vehicles towed to any Pinal County impound yard for evidence, seizure, or as deemed necessary by PCSO, shall be billed to PCSO and sent to Pinal County Sheriff's Office Finance Dept., P.O. Box 867, Florence, Arizona 85132.

Contractors shall only bill/receive payments once per service call. Double billing (i.e. billing more than one party for the same services) by Contractors is prohibited. Failure to comply shall result in legal action.

Soliciting repairs by Contractors and their tow truck operators is prohibited. Contractors and their employees shall not solicit business for any vehicle repair shop(s) during the towing process or during any subsequent storage period for any towing service provided under the contract.

2.9.2 TOW RATES: The Contractor shall provide the services specified herein 24 hours per day, 365 days per year, including weekends and holidays per the maximum allowable rates (Appendix A). The tow rates shall include, at a minimum, the following services:

- a) Deployment to scene
- b) Vehicle hook-up
- c) Winching
- d) Labor required to perform preparation to tow
- e) On-scene cleanup of debris (when instructed by the on-scene Deputy Sheriff, drive-line removal (if required)
- f) Recovery
- g) Use of dollies (when necessary)
- h) Any other service which may be incidental to any specific towing situation.

Tow rates shall apply to the use of a single tow truck. Contractors may not disengage trailers, etc. from a vehicle requiring tow if both can be towed safely as one unit. This requirement may be waived upon prior approval from the on-scene Deputy Sheriff or the vehicle owner. Should two (2) or more tow trucks be required by the on-scene Deputy Sheriff each shall be designated as individual tows, thus charged accordingly.

The rate shall include providing transportation for up to two (2) occupants in the truck to either the nearest lighted public area with access to a public telephone which is en route to the storage facility, or to the storage facility if a telephone is accessible at the storage facility.



PINAL COUNTY
wide open opportunity

Statement of Work

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

- 2.9.3 MILEAGE RATES: Mileage rates shall apply only in cases where a vehicle is being towed and calculation shall start at the point of scene (loaded vehicle) and end at the point of vehicle delivery and unload at the nearest Contractor vehicle storage facility or at the destination as specified by the vehicle's owner.
- 2.9.4 ROAD SIDE ASSISTANCE RATES: The Contractor shall provide the services specified herein 24 hours per day, 365 days per year, including weekends and holidays for the rates set forth on in Appendix A. Road side assistance rates shall apply only when the Contractor performs this service under the contract. This is a one-time flat rate not inclusive of any hourly and/or mileage rates.
- 2.9.5 VEHICLE STORAGE RATES: Vehicle storage rates shall apply to each calendar day (a calendar day is defined as midnight to midnight) in which the vehicle is securely in accordance with this contract. **Rates shall not apply for the calendar day in which a vehicle is picked up.** Additionally, should a vehicle be stored pursuant to ARS §28-3511, storage rates/charges shall not exceed \$15.00 per day.

No additional fee may be charged by the Contractor where it is necessary for the Contractor to deliver the vehicle/unit(s) to the public roadway access adjacent to his/her property from the storage area.

- 2.9.6 The Contractor shall charge the contract price for any miles added to existing highways due to new construction, for any new roadway within the Contractor's district, or for any realignment of districts after contract is in place. A contract amendment will be issued to incorporate any changes. The Contractor shall charge contract price regardless of whether vehicle is towed from an Interstate, U.S. Highway, State Route, or surrounding city or county roadways, as long as the request for towing is generated by PCSO Communications Center and that it does not overlap or conflict with any other tow contract that the County has (i.e. towing of a disabled county vehicle as this is covered under separate contract).

2.10 Complaints against Contractor.

The Contractor shall make every effort to treat vehicle owners or operators in a fair and courteous manner. The Contractor shall not charge in excess of Contract fees specified in Exhibit B, nor shall the owner be charged for any services not authorized in this Contract without the prior approval of the vehicle owner or his authorized agent. Complaints will be investigated in accordance with PCSO policies and procedures to the extent deemed necessary by PCSO. Any complaints brought to the attention of the Contractor by PCSO or a vehicle owner or operator shall be answered in writing to the PCSO Impound Hearing Officer by Contractor within three (3) days of notification. Any vehicle owner or vehicle operator complaints deemed sustained may result in suspension or termination of this Contract.

2.11 Suspension / Termination.

In addition to the provisions of Section 9, Contract Termination, the County reserves the discretion to immediately suspend or terminate the Contractor.

Notice of suspension/termination shall be made by telephone, email or US mail to the Contractor stating the reason(s) therefore. If suspension/termination is made by telephone, a written confirmation via email or US mail of the action will follow within three (3) business days. If suspension occurs, notification will contain the length of suspension and reinstatement will be dependent upon the Contractor demonstrating that the cause for the suspension has been corrected.

The Contractor agrees that the County may immediately suspend or terminate this contract in situations that include but are not limited to the following:

- a) Failure of the Contractor to comply with all provisions of this contract.
- b) Evidence that the Contractor is now or has engaged in illegal or unlawful practices, pursuant to Arizona law or regulation.
- c) Evidence that the owner of a towing company or an operator is convicted of any crimes listed above while providing contract tow services to County
- d) Evidence that the Contractor is unresponsive to customer complaints and/or failure to cooperate with County in the investigation of complaints
- e) Any act on the part of the Contractor to disable, or further disable, a vehicle towed pursuant to this contract by the Contractor shall be grounds for immediate termination of this contract. This section shall apply



Statement of Work

irrespective of whether the Contractor's management was aware of the act to disable, and irrespective of the purpose for the act to disable, except as provided in Section 2.8.3.

- f) The intentional act of the Contractor to reduce the value of, or lessen the cosmetic appearance of a vehicle towed pursuant to this contract, without the express permission of the vehicle's owner or the owner's authorized agent, shall be grounds for immediate termination of this contract. This section shall apply irrespective of whether the Contractor's management was aware of the act identified herein, and irrespective of the purpose for the act identified herein. This section shall not apply to the natural operation of time or the elements on the condition of a vehicle.
- g) Failure to allow PCSO access to Contractor's records as required by this contract.
- h) The intentional act of charging a private citizen, PCSO or County any fee or rate not specifically included in the Fees listed in Exhibit B.
- i) If a Contractor becomes abusive with PCSO dispatch, Deputy, Impound Hearing Officer or the public, the Towing Company may be subjected to immediate contract termination.
- j) Contractor has failed to meet response time.
- k) Contractor has towed a vehicle to a location other than the Contractor's storage facility, the location specified by the vehicle owner or operator or PCSO.
- l) Contractor has charged for a service not included or specified in Exhibit B.
- m) Contractor has responded to a scene without proper equipment.
- n) Records required by this contract were found to be either not available or were incomplete and/or inaccurate upon inspection by County.

2.11.1 Contract Termination Procedures

Upon notice of termination, the contractor is required to:

- 1. Provide PCSO with immediate "to-date" invoices for all PCSO towed vehicles.
- 2. Provide PCSO or designated contractor access to retrieve all PCSO towed vehicles and property associated with all towed vehicles. At the sole discretion of PCSO, this extraction will occur immediately upon notice but no longer than (72 hours) after time of notice is given to the contractor.
- 3. Upon notice from PCSO, the contractor shall refer all vehicle owners of PCSO towed vehicles to contact PCSO Impound Officer for information relating to the release of their vehicle.
- 4. The contractor will be entitled to continue charging "daily storage fees" for each vehicle which is not removed on the same day of notice but not charge for the day of extraction.
- 5. In the event the extraction occurs during non-business hours, the contractor is entitled to an hourly flat rate of \$35 per hour in which access to the impound yard is required by PCSO.
- 6. The contractor shall send one "total and final invoice" to PCSO Finance Department for all PCSO towed vehicles that had not been recovered by the vehicle owner prior to notice of termination. This total and final invoice shall include an itemized invoice for each unrecovered vehicle and shall be sent within five (5) business days from the initial notice of termination.
- 7. PCSO Finance Department shall within fifteen (15) business days of receiving the "total and final invoice," send payment to the contractor for all confirmed and unchallenged monies owed to the contractor as outlined within the contract.
- 8. For any vehicle that has been in storage for more than thirty-five (35) days and not recovered by the registered owner, PCSO will pay the contractor no more than thirty-five (35) days of storage fees, plus tow fees and mileage.
- 9. In the event the vehicle is later recovered by the registered owner from PCSO, and before an abandonment title is awarded to PCSO, PCSO will compensate the contractor any unpaid storage fees that the contractor would otherwise be entitled to.
- 10. With the exception of line 8 of this section, any monies not paid by PCSO to the contractor will need to be resolved through arbitration as outlined in section 11 of this contract.

2.12 Contract Violations.

The County requires the Contractor to comply with all contract provisions at all times.

- a.) A confirmed violation of any contract requirement that does not result in termination shall be immediately remedied and may result in a one (1) to thirty (30) day suspension off the rotation list for the towing company within the towing area in which the violation occurred. Two thirty (30) day suspensions of a company within a six (6) month period is cause for contract termination. Length of suspension is at the sole discretion of PCSO.
- b.) The failure on the part of the County to exercise any right granted to it in this Section when that right first accrues shall not be deemed a waiver on the part of the County to exercise that right at a later time. The County may



PINAL • COUNTY
wide open opportunity

Statement of Work

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

- terminate this contract for cause in a calendar year following the year in which the violation threshold was exceeded.
- c.) The Contractor will be notified in writing by the County of a violation and the Contractor will have ten (10) calendar days from the date of mailing to respond in writing. The County's notice shall include a brief narrative apprising the Contractor of the time, place and nature of the violation and shall set forth those facts in the possession of the County substantiating the violation. The Contractor's mailed response will be considered timely if post-marked within this ten (10) day period. Failure of the Contractor to respond within this time period will be deemed an admission that the violation occurred. The response will be evaluated by the PCSO Impound Hearing Officer and Traffic Lieutenant. The violation may be upheld or reversed at his or her sole discretion.



PINAL COUNTY
wide open opportunity

Special Terms and Conditions

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

SPECIAL TERMS AND CONDITIONS

1. Contract Term:
The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.
2. Contract Type (Firm):
Firm fixed price indefinite quantity.
3. Contract Extension:
The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period.
4. Price Adjustment:
The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of presentation as it deems necessary to validate the Contractor's request for a price adjustment. Failure to respond to the County's request within the time frames specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period.

Price increase adjustments, if approved, will become effective on the date of contract extension. Price decrease adjustments will become effective upon acceptance by the Department.

5. Eligible Agencies (Agency Specific):
This contract shall be for the exclusive use of Pinal County.
6. Licenses:
Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.
7. Insurance Requirements:
The Contractor and subcontractors shall purchase and maintain at its own expense 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 the 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 the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the 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. Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The 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



PINAL COUNTY
wide open opportunity

Special Terms and Conditions

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

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 Insured.

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.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pinal County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability or Garage 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 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.

2. **Garagekeepers Liability – Direct Primary Coverage:**

Policy must include Garage Keepers Legal Liability – Direct Primary Coverage of not less than \$50,000 per vehicle and \$100,000 for heavy duty vehicles.

3. **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. The policy shall be endorsed to include coverage for towing vehicles. Such insurance must include "on hook" coverage with no exclusions for "dropped car" or improper towing techniques.

4. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

5. **Professional Errors and Omissions or (when applicable) Medical Malpractice Liability:**

Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate

B. **CERTIFICATES OF INSURANCE:** Prior to commencing work or services under this Contract, Contractor shall upon request, 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 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)



PINAL • COUNTY
wide open opportunity

Special Terms and Conditions

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

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



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

1 **DEFINITIONS** - The Definitions on page 3 of this Solicitation apply to these Uniform Terms and Conditions.

2 CONTRACT INTERPRETATION

- 2.1 Arizona 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.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 CONTRACT ADMINISTRATION AND OPERATION

- 3.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the 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 termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 3.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3 Non-Discrimination. The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.4 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

- 3.5 **Affirmative Action.** Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, 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. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
- Part A. Employment Information Report
 - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - Part C. 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.
- 3.6 **Drug Free Workplace Program.** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 3.7 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.8 **Facilities Inspection and Materials/Service Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and 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 Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 3.9 **Notices.** Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.10 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.11 **Property of the County.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.
- 3.12 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

United States. Unless specifically stated otherwise in the specifications, this definition 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.

- 3.13 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 3.14 Confidentiality of Records. The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor 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 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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 3.15 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.
- 3.16 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4 COST AND PAYMENTS

- 4.1 Payments. A separate invoice shall be issued for each shipment of goods or services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes.

Pinal County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Pinal County' unless not required by law.

- 4.4 Availability of Funds for the next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current County fiscal year. Should the County Board of Supervisors reduce the appropriations or for any reason and these goods or services are not funded, the County may take any of the following actions: Accept a decrease in price offered by the Contractor; Cancel the Contract; or Cancel the contract and re-solicit the requirements.

5 CONTRACT CHANGES

- 5.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract.
- 5.3 Assignment and 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 Responder/Contractor 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 Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.

6 RISK AND LIABILITY

- 6.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification. The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d)



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

- 6.3 **Force Majeure.** 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 an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.4 **Third Party Antitrust Violations.** The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 6.5 **Care of County Property.** The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.

7 WARRANTIES

- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the materials, they shall be: Of a quality to pass without objection in the trade under the Contract description; Fit for the intended purposes for which the materials are used; Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; Adequately contained, packaged and marked as the Contract may require; and Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Quality of Work.** The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
- 7.4 **Fitness.** The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.5 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the County.
- 7.6 **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

7.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Pinal County under this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

7.8 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 COUNTY'S CONTRACTUAL REMEDIES

8.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 CONTRACT TERMINATION

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation 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 an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

9.2 Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The County may, by written notice to the Contractor, immediately terminate this Contract if the



PINAL COUNTY
wide open opportunity

Uniform Terms and Conditions

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

County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

- 9.4 Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default. The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:

- 9.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation.
- 9.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.
- 9.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.
- 9.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.
- 9.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.
- 9.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give the County cause to cancel this contract.

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 CONTRACT CLAIMS

All claims and controversies shall be subject to the Pinal County Procurement Code.

11 ARBITRATION



PINAL • COUNTY
wide open opportunity

Uniform Terms and Conditions

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

It is understood and agreed that no provision of any resulting contract shall require arbitration 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. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



PINAL COUNTY
wide open opportunity

Addendum Acknowledgement Form

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

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:

<http://pinalcountyz.gov/Departments/Finance/Pages/BidsProposals.aspx> . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

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



PINAL • COUNTY
wide open opportunity

W-9

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

W-9 FORM

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



PINAL • COUNTY
wide open opportunity

Responder's Checklist

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

RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet? <i>See Page 39 & 40 of this solicitation.</i>	
Did you acknowledge all addendums, if any? <i>See page 36. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	
Did you include your W-9 Form? <i>See page 37 of this solicitation.</i>	
Did you include any necessary attachments?	
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	
Did you include proof of insurance(s) if requested?	



PINAL COUNTY
wide open opportunity

Offer and Acceptance

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

OFFER AND ACCEPTANCE FORM

TO 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.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Email: _____

ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for:

This contract shall henceforth be referenced to as Contract No. 150720. 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 _____ 2015.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



PINAL • COUNTY
wide open opportunity

Offer and Acceptance

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

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder 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 Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Firm

Authorized Signature



PINAL • COUNTY
wide open opportunity

End of Solicitation