



ROQ-151721
Specialty Legal
Services

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

NOTICE OF REVIEW OF QUALIFICATIONS

Designated Agency: PINAL COUNTY ATTORNEY'S OFFICE

Material or Service: SPECIALTY LEGAL SERVICES

Contract Type: FIRM FIXED PRICE

Contract Period: INITIAL PERIOD: JULY 1, 2016 – JUNE 30, 2017
FIRST RENEWAL YEAR (AUTO): JULY 1, 2017 – JUNE 30 2018
SECOND RENEWAL YEAR (AUTO): JULY 1, 2018 – JUNE 30 2019
THIRD RENEWAL YEAR (AUTO): JULY 1, 2019 – JUNE 30 2020
FOURTH RENEWAL YEAR (AUTO): JULY 1, 2020 – JUNE 30 2021

Pre-Submittal Conference: N/A

Question Due Date: MARCH 8, 2016

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON MARCH 29, 2016

Number of Copies Required: 1 ORIGINAL - ELECTRONIC SUBMITTAL

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON MARCH 29, 2016

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

Procurement Officer Contact Name: LORINA GILLETTE, CPPB

Telephone: (520) 866- 6639

Fax: (520) 866- 2903

E-mail: Lorina.gillette@pinalcountyz.gov



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. 4

UNIFORM INSTRUCTIONS..... p. 7

STATEMENT OF WORK..... p. 11

SPECIAL TERMS AND CONDITIONS..... p. 22

UNIFORM TERMS AND CONDITIONS..... p. 25

ADDENDUM ACKNOWLEDGEMENT FORM.....p. 33

W-9 FORM.....p. 34

RESPONDERS CHECKLIST.....p. 35

OFFER AND ACCEPTANCE FORM..... p. 36

LIST OF EXHIBITS AND ATTACHMENTS

END OF SOLICITATION



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.

“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.

“Counsel” means any Person who has a Contract with the County. Counsel may also mean Respondent, Vendor or Contractor.

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

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

“Days” means calendar days unless otherwise specified.

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

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

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

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

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

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

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

“Offer” means bid, proposal or quotation.

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

“Person” means any firm, corporation, business, individual, union, committee, club, other organization or group of individuals.

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

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

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

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

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

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

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

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

END OF DEFINITIONS



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Pinal County
Finance Department
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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, Lorina Gillette, CPPB at lorina.gillette@pinalcountyaz.gov. Questions should be submitted in writing when time permits. 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/Purchasing/Pages/CurrentSolicitations.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 does not anticipate considerable activity under contract(s) awarded as a result of this solicitation, therefore, no commitment of any kind is made concerning quantities actually acquired. 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 three (3) 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 a completed Response Form 1.

3.4.3 Section Three. Section Three shall contain a completed Attachment A – Professional Services Contract, including Schedule A – Pricing

- 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.



Special Instructions

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

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 Offeror
2. Cost
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.

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



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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

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

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 only be submitted through Pinal County's web portal, Bonfire. 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 or electronic mail (e-mail) Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2 Typed or Ink: Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.



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. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 3.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 3.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number 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



Uniform Instructions

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

their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

Requested Information

<u>Name</u>	<u>Type</u>	<u>Requirement</u>
Section 1 - Offer & Acceptance, W9, Addendum Acknowledgement Form, Responders Checklist	<u>File Type: PDF (.pdf)</u>	<u>Required</u>
<u>Section 2 – Response Form 1</u>	<u>File Type: PDF (.pdf)</u>	<u>Required</u>
Section 3 – Attachment A – Professional Services Contract, Schedule A - Pricing	File Type: PDF (.pdf)	<u>Required</u>

Upload your submission at:

<https://pinalcountyz.bonfirehub.com/opportunities/1209>

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



Uniform Instructions

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

Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.

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

5 EVALUATION

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualification. A Responder (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.

6 AWARD

- 6.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

7. Protests

- 7.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:



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

- 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.



Statement of Work

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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 government is composed of approximately 30 defined public service departments led by a management team of a County Manager, assistant County Manager and six elected officials (excluding judicial officials). Pinal County has a five member Board of Supervisors with a Board-Manager form of government.

1.2 Background and Intent. Pinal County intends to select private counsel to provide legal services in support of the County Attorney in various fields. Some of these practice areas will involve the County as a party to litigation, other practice areas require occasional outside legal services in a specific matter in which there is a need to supplement the services available in the County Attorney's Office.

To this end, the County will enter into an agreement with numerous qualified attorneys who, from time to time, may be called upon to provide legal services regarding a specific matter according to the terms fixed by the agreement. A copy of the anticipated contract is attached to this solicitation, identified as Attachment A Professional Services Contract. Statements of qualifications / letters of interest are invited from those members of the legal community who are interested in serving as counsel for Pinal County when called upon to do so.

This solicitation is identified as a requirements contract. No guarantees are made by the County as to any, or the quantity of, "work" that may be assigned. In selecting private counsel with whom to enter into an agreement from among those firms whose responses meet the required qualifications, and in the assignment of cases or matters to contracted firms, no partiality or preference in the selection will be given based upon or affected by political contributions or support provided or not provided by private counsel or their clients to any County Elected Official.

Additional qualified attorneys/firms may be added for these services during the life of the awarded contract as deemed in the best interests of the County.

1.3 Proposal Submittal. Interested parties are invited to submit a proposal outlining their qualifications for this service. Proposals will be reviewed by an evaluation committee and those proposals deemed to be from the most qualified individuals or firms and advantageous to the County will be placed on a roster and may be interviewed to become eligible for providing services for a specific project(s). The proposals should describe the nature and outcome of projects previously conducted that are related to the work described within this ROQ. These descriptions should include a client contact name, address, phone number, email address, a description of the type of work performed, approximate date on which the work was completed and the professional staff who participated. The proposal should also list the qualifications, experience and a resume for each professional who will assist in providing services or be a member of the project team. A completed copy of the Schedule A: Pricing Supplement shall also be submitted.

1.4 Evaluation Criteria. The evaluation will consist of the review of written materials submitted. Personal interviews may be scheduled at the discretion of the Procurement officer. The evaluation criteria that will be used in the selection process include, but are not limited to, the following:

- 1.4.1 The attorney responsible for managing the agreement as well as the names and background information of firm members who will be responsible for professional services to be rendered.
- 1.4.2 The respondent's prior experience with representation of government/public entities.
- 1.4.3 An indication of the practice areas in which the firm has a special capacity and willingness to perform, addressing in particular the practice areas listed in this solicitation, with detailed information concerning the firm's background and experience, citing examples in the specific area(s) in which the respondent offers their services.



Statement of Work

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

1.4.4 The hourly rates proposed for services rendered by partners, associates and legal assistants. The County is interested in securing the specific type of services, required, in the quality and quantity required, by establishing a relationship which is professionally and financially advantageous to both the County and to the respondent. Therefore, in addition to identifying fixed hourly rates for partners, associates and legal assistants, respondents are asked to consider and propose alternative compensation options. For example, counsel may want to propose discounting of hourly rates after a certain number of hours or a certain dollar amount of fees has accrued on a contract, or on a given matter. Pinal County reserves the right to conduct negotiations with any applicant/respondents, concerning hourly rates/fees/compensation, in the best interests of the County.

1.5 Contract Documents. Contract documents shall include this solicitation, the proposal from the respondent, any addenda, and the **SIGNED** Professional Services Contract.

2 SCOPE OF SERVICES

2.1 Statements of Qualifications / Letters of Interest will be considered for the full range of practice areas related to the needs of county government, including, but not limited to:

- Appellate practice;
- Attorney conduct and professionalism;
- Bond and disclosure counsel;
- Collections and bankruptcy;
- Commercial transactions and litigation;
- Construction litigation;
- Contractual liability defense;
- Election and voter registration law;
- Eminent domain and relocation;
- Environmental law;
- Federal and State taxation matters
- General governmental practice (open meetings, public records, etc.);
- General litigation;
- Health care, including public health and managed care;
- Housing;
- Immigration law;
- Infrastructure design;
- Insurance contracts;
- Intellectual property;
- Labor law and enforcement;
- Land use;
- Legislative matters;
- Medical malpractice;
- Mental Health;
- Planning and zoning;
- Probate litigation;
- Property tax appeals, tax lien sales and foreclosures, Treasurer's matters;
- Public contracts and procurement;
- Public official liability;
- Public fiduciary;
- Real estate transactions;
- Road design, construction or maintenance liability;
- Section 1983 civil rights defense;
- Special taxing district law;
- Tort liability

The range of services, depending upon the needs of the County and the qualifications of counsel, may include the following: advice, direction and representation in cooperation with the County Attorney and, if applicable, the County Risk Manager, outside insurance carrier or other department head or public official within the County; investigation, legal research and writing,



Statement of Work

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

preparation of pleadings, legal memoranda and briefs, appearances before administrative boards, trial and appellate courts; and active association with the Pinal County Attorney's Office as co-counsel in specified cases.

Any agreement to provide legal services must conform to and be governed by the laws of the State of Arizona. The County accepts no legal or financial responsibility for the preparation of letters of interest and statements of qualifications by interested attorneys, or the costs inherent in negotiation of an agreement with the County.

The County may consider hourly rate increases or increases in other alternative methods of payment only after the contract has been in place for two years as stated in section 4 of the Special Terms and Conditions.

2.2 Mandatory Qualifications.

2.2.1 All counsel providing legal services on cases and matters shall be:

2.2.1.1 Licensed in good standing with the State Bar of Arizona; or

2.2.1.2 Licensed in good standing in the jurisdiction of the principal office in which they primarily practice law.

2.2.2 Counsel shall supply a list of all attorneys presently proposed, and copies of the resumes of those attorneys, expected to provide such services with the Response to this Solicitation. After the award of a contract, resumes of other attorneys proposed to be called upon to provide such services must be supplied and approved before they may work on a case or matter.

2.2.3 Categories of Counsel and required experience:

2.2.3.1 Senior Partner (16 years plus)

2.2.3.2 Partner (10-16 years)

2.2.3.3 Senior Associate or Of Counsel (5-10 years)

2.2.3.4 Associate (0-5 years)

2.3 Contract Requirements.

2.3.1 Any agreement to provide legal services must conform to and be governed by the laws of the State of Arizona. The County accepts no legal or financial responsibility in the preparation of letters of interest and statements of qualifications by interested Counsel, or the costs inherent in negotiation of an agreement with the County.

2.3.2 All Counsel shall maintain the required insurance coverage(s) set forth herein, for the duration of the contract.

2.3.3 The County Attorney reserves the right of approval regarding the assignment of the firm's personnel to represent the County. At the written request of the County or the County Attorney, the firm will immediately replace any personnel assigned.

2.3.4 The service of any Counsel on a specific matter may be terminated upon written notice from the County Attorney. In the event of such action, the firm will provide the necessary and appropriate assistance to transfer pending matters to the County Attorney and/or successor Counsel.

2.3.5 No Counsel contracted with the County may pursue claims or engage in litigation against, or provide legal services adverse to, the County or other Pinal County Special Taxing Districts or political subdivisions, including but not limited to: Flood Control District, Pinal County Housing Department, and Pinal County Library District, without first obtaining written permission to do so from the Pinal County Board of Supervisors (or District, if applicable). Counsel shall adhere to the Rule of Professional Conduct promulgated by the Arizona Supreme Court regarding litigation or providing legal services adverse to the County after the expiration of this agreement.



Statement of Work

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

- 2.3.6 Upon referral of a lawsuit or other matter by the County and its acceptance by Counsel, Counsel shall be appointed as Special Counsel for that purpose. As Special Counsel, Counsel agrees to provide all necessary legal services, including advice, investigation, legal research, preparation of pleadings, legal memoranda, briefs, and appearances in court or other bodies in representing the County.
- 2.3.7 Counsel's legal services shall be carried out in cooperation with the County Attorney in a manner consistent with Counsel's ethical obligations.
- 2.3.8 When referral of a case or matter is made, the County Attorney will furnish Counsel all investigative and other materials the County has relative to the case or matter and will in their discretion conduct such additional investigation as Counsel shall request.
- 2.3.9 Unless waived in general as to a particular case by the County Attorney, prior authorization is required for two or more Counsel to prepare or attend depositions, hearings, meetings, etc. in any case.
- 2.3.10 When the special talents of lawyers or other members of Counsel's firm whose services are not addressed in Section 2.1, may prove to be of benefit to the County in a particular case or matter, fees for those services may be negotiated by the Parties as applicable, independent of the fee structure set forth in Attachment A. Any such additional services shall be billed at actual cost, with prior written consent by the County Attorney.
- 2.3.11 Except as provided herein, actual, necessary expenses paid or incurred by Counsel in connection with performance hereunder will be reimbursed by the County, when accompanied by receipts. Counsel shall obtain prior written approval from the County Attorney before incurring expenses for such things as out of County travel, lodging or any single item expense in excess of \$500.00.
- 2.3.12 Counsel shall promptly furnish copies of all pleadings, discovery requests and responses, disclosure statements, medical reports, investigative reports, appellate briefs, and all significant correspondence to County Attorney.
- 2.3.13 Deposition requests and retention of consultants or experts must be reviewed and pre-authorized by County Attorney. Deposition summaries will not be paid for. Counsel will instead provide County Attorney with a not more than two page report of the highlights of the deposition and a disc containing the entire transcript.
- 2.3.14 Unless waived in writing as to a small matter, as soon after receipt of a lawsuit as is practical, Counsel shall furnish County Attorney with a written evaluation of the merits of the case, an assessment of the exposure to County and a legal budget. Thereafter, Counsel shall provide semi-annual status reports by the 15th day of January and July of each year in which the representation continues, as well as a special report of all events that significantly affect the merits of the lawsuit or the exposure of the County. Counsel shall attend meetings to discuss the lawsuit's status at the time and place as requested by County Attorney.
- 2.3.15 Unless waived in writing as to a small matter, all offers of compromise shall be promptly transmitted to County Attorney together with Counsel's recommendation. The County Attorney's office will be responsible for obtaining authority to respond to settlement proposals, and scheduling of any matter before the Pinal County Board of Supervisors.
- 2.3.16 Unless waived in writing as to a small matter, as soon as discovery has been completed and in any event no later than three months prior to the date set for trial, Counsel shall discuss with County Attorney the status of the lawsuit with any recommendations as to settlement. Counsel shall, at all other times, discuss with County Attorney the advisability of attempting to settle a lawsuit when it is in the best interest of the County to attempt settlement.
- 2.3.17 Whenever additional investigation is deemed desirable by Counsel and it can be provided by use of investigators, Counsel shall notify and obtain pre-approval, in writing, from the County Attorney of such need and they may elect to conduct such investigation.
- 2.3.18 Counsel shall forward to the County Attorney for response all requests received from the Arizona Auditor General relating to an assessment of liability and damages exposure in any matter which has been referred to Counsel. Counsel shall cooperate with the County Attorney, in responding to the Auditor General as efficiently as possible in order to minimize the cost to the County.



Statement of Work

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

- 2.3.19 Counsel agrees to act as co-counsel with the County Attorney on those cases where the County Attorney's Office determines that it is advisable to do so.
- 2.3.20 Counsel may, upon referral of a lawsuit, decline to represent the County. Counsel may also withdraw from representation of the County when it would be ethically improper to continue. In the event Counsel must either withdraw from a case or decline a representation, County shall be immediately notified in writing or by telephone if time is of the essence.
- 2.3.21 Counsel may be assigned to represent County in any particular case or matter only by decision of the County Attorney. If however, the County Attorney is ethically conflicted under the Rules of Professional Conduct promulgated by the Supreme Court of the State of Arizona, Counsel may be assigned by the Pinal County Board of Supervisors. Counsel assignment may be withdrawn at any time in the discretion of the County Attorney. If, however, the County Attorney is ethically conflicted under the Rules of Professional Conduct promulgated by the Supreme Court of the State of Arizona, Counsel may be assigned by decision of the Pinal County Board of Supervisors. If Counsel's assignment is withdrawn, Counsel shall cooperate fully with alternative assigned Counsel.
- 2.3.22 If, during the term of this Contract or any extension thereof: (a) one or more of the lawyers who are working on active cases or matters for the County leaves the contracted firm to practice elsewhere in the County; or (b) the contracted firm dissolves, divides, merges or otherwise undergoes a material change in its structure or governance, then the County reserves the right:
- 2.3.22.1 To decide whether the departing lawyer(s) will continue to work on those active cases or matters for the County;
- 2.3.22.2 To decide whether the contracted firm they are leaving will continue under this Contract as to those active cases or matters and whether it will remain under this Contract;
- 2.3.22.3 In the case of dissolution, division, merger or other material change of the contracted firm, the County will consider requests to assign a contract if it is determined that the firm, firms, or lawyers being assigned the Contract meet the Mandatory Qualifications.
- These decisions are not mutually exclusive.
- 2.3.23 During the term of this Contract, the County reserves the right to add additional firms in instances where it has been determined in writing there is insufficient representation capacity in specific practice areas, unique or specialized knowledge and skills required to adequately represent the County are not available from current firms, or other situations arise that in the sole discretion of the County or County Attorney require supplementing legal providers.
- 2.3.24 Counsel agrees to notify the County Attorney's Office and the County department or agency involved in any engagement, if Counsel receives any inquiry or request for comment, information or documents from the media. Counsel agrees NOT to respond to any such request without the prior approval of both the County Attorney's Office and the County department or agency involved in the engagement, and will NOT issue press releases or participate in media interviews without the prior authorization of the County Attorney.
- 2.3.25 Counsel is expected to make all commercially reasonable efforts to maintain staff continuity throughout the duration of the contract. If, however, a change becomes necessary, Counsel must promptly notify the County of the potential unavailability of any key personnel as soon as Counsel becomes aware of such circumstances. If such personnel are currently engaged in rendering services for the County as the time that the Counsel becomes aware of such potential unavailability, the notice to the County must be immediate. Counsel must, concurrently with such notice or within an agreed period of time thereafter, submit a resume of any proposed personnel substitution, but in no event later than such personnel substitution. All personnel substitutions must be pre-approved in writing by the County. In addition, the County reserves the right to obtain and approve a substitution of any personnel upon request in writing.

2.4 Miscellaneous Counsel Requirements.

- 2.4.1 The maximum reimbursement by the County for Counsel's copying or printing charges shall be:



Statement of Work

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

2.4.1.1 On a per matter or case basis, for the first 2,500 copies per month, the lesser of \$0.10 per page or the rate reimbursed by its "most favored nation" client; and

2.4.1.2 For larger volumes, to be negotiated and agreed to in advance by the County Attorney.

2.4.2 No Payment shall be made for miscellaneous charges for ordinary and customary services (i.e. mileage within the County, or within 75 miles of Florence, AZ, parking, telephone or fax charges, secretarial, clerical or administrative services, overtime, or for postal, parcel, courier or other delivery services). Such charges are considered overhead and are part of the hourly rates agreed to, (See Attachment A of Professional Services Contract).

2.4.3 Other than agreed upon hourly charges of Counsel, no payment shall be made for costs associated with the general expenses of legal research (Westlaw, LexisNexis, PACER or other print or electronic research tools).

2.4.4 All costs over \$500.00 must be pre-approved in writing.

2.4.5 All expert engagements must be pre-approved in writing.

2.4.6 All engagements for litigation services under the contract require an assignment letter from the County Attorney.

2.4.7 Any legal services performed without an applicable assignment letter exposes the Counsel to the risk of not being paid for those services.

2.5 Travel Expenses.

Lodging, per diem and incidental expenses incurred in performance of Pinal County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Florence Arizona. Firms must access the following website to determine rates (no exceptions): www.gsa.gov.

2.5.1 Travel time of any Counsel for out-of-state travel shall be billed at one-half of that Counsel's billing rate.

2.5.2 Travel time for non-Counsel staff will not be paid unless previously approved in writing by County Attorney.

2.6 Alternative Agreements.

2.6.1 In the event that the County, at its sole discretion, determines that legal representation requires specialized knowledge, skills or capabilities, County reserves the right to enter into supplemental agreements with other Counsel. Said supplemental agreements will be limited scope of a defined case or matter with the same terms and conditions of this Agreement. The County Attorney shall provide written determination and seek approval through the appropriate process. Upon approval of the request, Pinal County Procurement, with the assistance of the County Attorney, will negotiate an agreement with a Counsel that the County Attorney determines is most qualified to provide the said services. The Agreements, based on the unique characteristics of each matter, may have rates or a compensation structure that differs from the contractual hourly rate cap.

2.7 Invoices and Payments.

2.7.1 The Counsel shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

2.7.1.1 Firm name, address and contact

2.7.1.2 County bill-to name and contact information

2.7.1.3 Contract number

2.7.1.4 Case number

2.7.1.5 Invoice number and date



Statement of Work

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

- 2.7.1.6 Payment terms
- 2.7.1.7 Date of service
- 2.7.1.8 Description of service
- 2.7.1.9 Pricing per unit (breakdown of authorized billable rates)
- 2.7.1.10 Mileage w/rate (if applicable)
- 2.1.7.11 Arrival and completion time (if applicable)
 - 2.1.7.11.1 County reserves the right to request supporting documentation (access logs, electronic reports) for all work performed on behalf of County.
- 2.1.7.12 Sub-totals of costs and Counsel's fees (delineated separately) incurred from inception of matter to date
- 2.1.7.13 Total amount due
- 2.1.7.14 Receipts of all expenses
- 2.7.2 Counsel shall submit monthly billings for services rendered and expenses incurred. Where the fee agreement is on an hourly charge basis, the billings shall conform to the then-current ABA Uniform Task Based Billing Codes applicable to the matter or case where feasible.
- 2.7.3 All bills should be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or incurred.
- 2.7.4 Professional service fees must be invoiced by:
 - 2.7.4.1 Date service performed
 - 2.7.4.2 Name or initials of person performing service with hourly rate
 - 2.7.4.3 Each separate service noted with time charged by tenth of hour
 - 2.7.4.4 Counsel shall not block bill
 - 2.7.4.5 All billing shall also include the case name or matter number
 - 2.7.4.6 County Attorney file number (if applicable)
 - 2.7.4.7 All back-up support for legal fees and costs
 - 2.7.4.8 A separate running total of fees for each case.



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

- 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.
- Contract Type (Firm):
Firm fixed price indefinite quantity.
- Contract Extension:
The contract shall be automatically renewed for four, one year terms at the sole discretion of the County. 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.
- Price Adjustment (Annual):
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. Requests for adjustment must be received by the Procurement Officer 120 days prior to contract renewal. 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 frame 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. The County, at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the Department.

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the County.

- Eligible Agencies (Cooperative Usage):
This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.
- 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.
- 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.



Special Terms and Conditions

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

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contactor 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 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:**

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 \$3,000,000 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. **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.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. 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.

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(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.



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Special Terms and Conditions

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

8. HIPAA.

The Contractor warrants to Pinal County that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with Pinal County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with Pinal County privacy officials and other compliance officers required by HIPAA, and its regulations. Contractor will sign any documents that are reasonable necessary to keep Pinal County and Contractor in compliance HIPAA, including but not limited to business associate agreements.



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



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



Uniform Terms and Conditions

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

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, tradename, 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 actions 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.



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 without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions 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



Uniform Terms and Conditions

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

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) 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.



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

- 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.
- 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.



Uniform Terms and Conditions

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

- 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 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.



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Finance Department
31 N. Pinal St.
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Florence, AZ 85132

10 CONTRACT CLAIMS

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

11 ARBITRATION

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.



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Addendum Acknowledgement Form

Pinal County
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Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:
<http://pinalcountyz.gov/Purchasing/Pages/CurrentSolicitations.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



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W-9

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W-9 FORM

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



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Responder's Checklist

Pinal County
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RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet? <i>See Page 33 & 34 of this solicitation.</i>	
Did you acknowledge all addendums, if any? <i>See page 30. 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 31 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>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
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?	



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Offer and Acceptance

Pinal County
Finance Department
31 N. Pinal St.
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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: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. 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 _____ 2016.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



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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



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wide open opportunity

End of Solicitation