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NOTICE OF INVITATION FOR BID

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

Your Company Name: _____

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: **20 CY SINGLE DOOR BOTTOM DUMP
 TRAILER WITH TARP SYSTEM**

Contract Type: FIXED

Contract Period: THRU 2011

**Pre-Submittal
 Conference** N/A

Questions Due: SEPTEMBER 15, 2008 - 12:00 PM

Solicitation Due Date: SEPTEMBER 23, 2008 - 2:00 PM

**Solicitation Opening
 Date:** SEPTEMBER 23, 2008 - 2:15 PM

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

**Procurement Officer
 Contact Name:** CATHY DAWSON

Telephone: (520) 866-6667

Fax: (520) 866-6661

E-mail: CATHY.DAWSON@PINALCOUNTYAZ.GOV

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DOCUMENTS REFERENCED:

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

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

Pinal County Procurement Code – Articles 1 through 13 – is available at <http://pinalcountyaz.gov/Finance>

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

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AUTHORIZATION

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

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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SPECIAL TERMS CONDITIONS

Offerors are encouraged to visit the Pinal County Finance Department Website for the complete Procurement Code Articles at <http://pinalcountyz.gov/Finance>

1. CONTRACT TERM:

The contract term shall be one (1) base year with two (2) one-year renewal options.

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

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

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

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

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

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

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

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to

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the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

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

4. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
5. **AUTOMOBILE LIABILITY:** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
6. **CERTIFICATES OF INSURANCE:** Prior to commencing work or services under this Contract, Contractor shall furnish the 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.

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

8. ORDERING AUTHORITY: The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by the Procurement Office. County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

Contract award is in accordance with the Pinal County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

9. INQUIRIES AND NOTICES: All inquiries concerning information herein shall be addressed to:

PINAL COUNTY
Department of Finance
Attn: Purchasing Division
31 N. Pinal St. – PO Box 1348
Florence, AZ 85232
Administrative telephone inquiries shall be addressed to:
CATHY DAWSON (520) 866-6667
Technical telephone inquiries shall be addressed to:
CATHY DAWSON (520) 866-6667

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

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10. EVALUATION CRITERIA: The County reserves the option to enter into discussions on pricing and/or other portions determined to be in the County's own best interest.

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

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

12. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS: Contractors shall provide an original hard copy (labeled) and one (1) copy. Contractors are to identify their responses with the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal St. Bldg. A - P. O. Box 1348, Florence, AZ 85232. The owner, corporate official or partner who has been authorized to make such commitments must sign Offers.

13. 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.

14. PROPOSED ACQUISITION MILESTONES: This schedule is tentative and subject to change.

Pre-Proposal Conference (if any)	n/a
Questions Due	9/15/08 @ 12:00 PM
Offers Due	9/23/08 @ 2:00 PM
Offer Opening	9/23/08 @ 2:15 PM
Offer Tabulation	9/25/08
Recommendation for Award	10/08/08
Contract Award	10/09/08
Notice to Proceed	10/10/08

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15. OFFERORS CHECKLIST

	Yes/No
Did you sign your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you include all the necessary attachments?	
Did you include your references?	
Did you provide a clear understanding of the solicitation requirements?	
Did you include your firm's capabilities and support for your proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your return box marked with the IFB # and Due Date and Time?	
Did you include one (1) original and one (1) copy of your offer in the boxes?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) requested?	
Did you include all deviations to the Scope of Work on the Deviations/Exception Form, Attachment E?	
Did you submit additional information (i.e. brochures, marketing information)?	
Did you sign your Offer sheet? Double check!	

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UNIFORM GENERAL TERMS AND CONDITIONS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**

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

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

May: Indicates something that is not mandatory but permissible.

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

- A. **County** – Pinal County, Arizona, 85232
 - B. **Agency or User Department** – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.
 - C. **Bidder or Firm** – Used interchangeably in referring to the firm or organization bidding professional services to the County.
 - D. **Evaluation Committee** – The committee established to formally evaluate Bids according to the evaluation criteria listed herein.
 - E. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - F. **Contract** - The legal agreement executed between the County and the Bidder/Firm.
 - G. **County Board of Supervisors** - The contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.
2. **NOTICE TO PROCEED:** The Bidder agrees to render goods or services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Bidder or any and all of Bidder's subcontractors. Said audit shall be limited to this contract and its scope of services.
4. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this

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contract or of any cause of action arising out of the performance of this contract, and the Bidder shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Bidder's negligent performance of any of the services furnished under this contract. If the Bidder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Bidder agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona License and/or Certificate issued by the appropriate licensing Board of Registration for the practice of professional services in the State of Arizona. Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona License and/or Certificate of Registration issued by the appropriate Arizona Board of Registration.

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

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

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

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

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

7. **CERTIFICATION:** By signature in the bid section of the Offer page, Bidder certifies:
- A. The submission of the bid did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

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- C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- D. The Bidder submitting the bid hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

8. **TERMINATION OF CONTRACT:**

- A. The County may terminate this contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Bidder to fulfill the contract obligations. Upon receipt of the notice of termination, the Bidder shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.
- B. If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- C. If the termination is for failure of the Bidder to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Bidder shall be liable for any additional cost incurred by the County.
- D. If, after termination for failure to fulfill contract obligations, it is determined that the Bidder has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
- E. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this contract.

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

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

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

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use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.

12. **AFFIRMATIVE ACTION:** Bidder agrees to abide by the provisions of the County Affirmative Action by County Bidders. Bidder, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
Specifically, the Bidder agrees to submit the following reports to the County's Office of Equal Opportunity Programs before contract award:
 - i. Part A. Employment Information Report
 - ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile
All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted **contingent** upon receipt of the required reports before a notice to proceed is issued.

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

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

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

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

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Court, Florence Arizona.

17. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Pinal County Procurement Code.
18. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
19. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
20. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
21. **INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
22. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Bidder shall be made without prior written permission of the County's Chief Financial Officer. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Bidder of the County's position within fifteen (15) days of receipt of written notice by the Bidder.
23. **RIGHTS AND REMEDIES:** No provision in this document or in the Bidder's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
24. **ACKNOWLEDGMENTS:** Bidder acknowledges that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Bidder or the rights of the County under the

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foregoing warranties. Additional warranty requirements may be set forth in this document.

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

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

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

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

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

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

31. **FORCE MAJEURE:**
 - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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- B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
32. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Bidder's risk and may be returned to the Bidder. If so returned, all costs are the responsibility of the Bidder. Noncompliance shall conform to the cancellation clause set forth in this document.
33. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The County shall make every effort to process payment for the purchase of materials or services within thirty (30) calendar days after receipt of materials or services and a correct invoice. In consideration of the performance of the services described in the Scope of Work, the County shall pay the Bidder in accordance with the negotiated contract rates, and the Bidder shall charge the County only in accordance with those same rates. The County will pay the Bidder following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested.
34. **BUSINESS LICENSES AND PERMITS:** Bidder shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Bidder as applicable to this contract.
35. **PROJECT LICENSES AND PERMITS:** Bidder shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.
36. **PUBLIC RECORD:** All Bids submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
37. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a Bidder to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Chief Financial Officer is received by the parties to this contract, unless the notice specifies a later time.

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

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

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

40. **IMMIGRATION LAW COMPLIANCE:** In accordance with A.R.S. §41-4401(A), the Contractor and/or any subcontractor warrants that they are in compliance with all Federal immigration laws and regulations that relate to their employees and that they are in compliance with the requirement of A.R.S. §23-214(A) that after hiring an employee they shall verify the employment eligibility of the employee through the E-verify program.

A breach of the above warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay the contract.

Pinal County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor and any subcontractors are in compliance with the state and Federal Immigration Laws.

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SPECIFICATIONS/SCOPE OF WORK

PURPOSE

The purpose of this Invitation for Bids (IFB) is to enter into a contract with a qualified Bidder for the purchase of a 20 Cubic Yard Single Door Bottom Dump Trailer with Tarp System, to include, options, service and parts.

The County informs all potential Bidders that all services performed under the terms of the resulting contract shall be on an “as-needed” basis and based on the needs of the County.

The County reserves the right to procure materials/services not specified above but that are supplied or produced by the successful Bidder(s), to include, new technological advancements and new products/materials not available at the inception of the contract.

CONTRACT ADMINISTRATION

Pinal County will manage and administer the resulting contract with funding provided by the County of Pinal, Arizona. All contracting and payment activities will be through Pinal County.

SPECIFICATIONS:

Equipment furnished under this specification must be the manufacturer’s current conventional design for the type of equipment specified - complete with all necessary accessories customarily furnished with these equipment types whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the equipment to function reliably and efficiently in sustained operation. Further, all equipment furnished under this specification must comply with the most current Federal Motor Vehicle Safety Standards, OSHA and the requirements of Arizona Revised Statutes.

All equipment furnished must be manufacturer’s current model. The **20 Cubic Yard Single Door Bottom Dump Trailer(s) with Tarp System** will be used by the Pinal County Public Works Department for on and off highway use.

DELIVERY

Unit(s) must have been completely inspected, serviced, tested and ready for full operation when delivered within 180 days. Delivery will take place at Pinal County Fleet Services, 900 South Pinal Parkway, Florence, AZ 85232.



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 BOTTOM DUMP TRAILER WITH
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SPECIFICATIONS (continued)

DESCRIPTION BASE MODEL – CURRENT YEAR

MAKE _____ MODEL _____ YEAR _____

BOTTOM DUMP TRAILER WITH TARP SYSTEM	YES	NO
Capacity – 20 cubic yard minimum		
Overall Length – 40 feet minimum		
Overall Height – approximately 9 feet		
Overall Width – approximately 8 feet		
FRAME AND EQUIPMENT		
High Tensile Tubular Steel Frame – 80,000 lb minimum yield		
High Tensile Steel Sheeting -50,000 lb minimum yield		
Windrow Deflector		
Oscillating Fifth Wheel Plate with hardened bushings		
Telescopic Landing Legs		
Heavy-Duty Rear Push Block with Under Ride Guard		
Rear Access Ladder		
Bolt on Front Fenders		
SUSPENSION, AXLE & BRAKES		
Tandem Axle – 44,000 lb minimum, 3 leaf single point preferred		
22,500 lb axles with wheel oilers		
16.5" X 7" Brakes with Auto Slack Adjusters, Gunite preferred		
4 Wheel ABS Brake System		
TIRES, RIMS & SPARES		
All rims must be 22.5" wheels: all wheels to be Pilot Hub		
Tires must consist of eight (8) 11R22.5, 16 ply		
Hubometer to measure mileage		
GATES & AIR SYSTEM		
Two (2) Heavy-Duty Air Cylinders to operate hopper, 7" minimum		
Cab & Ground Air Control Valve with filter and lubricator		



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SPECIFICATIONS (continued)

GATES & AIR SYSTEM CONT	YES	NO
Hopper Opening minimum of 54" X 108" with Gate Control Chains or Pin		
MISC		
Stop/clearance/tail lights and other light combinations must be LED		
Paint color should be manufacturer's standard white		
Tarp System consisting of mesh material for tarp with Electric Operated Arms (enclose documentation of tarp system proposed)		
Vendor to wire trailer for electric tarp system		
MANUALS		
Manuals provided will be based on one set per trailer basis to include shop, parts and Operator's Manuals		
WARRANTY		
Manufacturer's standard warranty (enclose detailed documentation of coverage provided)		
Extended warranty options (enclose detailed documentation on cost and coverage provided)		
ADDITIONAL		
Certificate(s) of Origin to be delivered with trailer(s)		

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COST PROPOSAL

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

MAKE _____ MODEL _____ YEAR _____

One (1) trailer – total amount excluding tax.....\$ _____

Two (2) or more trailers – total amount excluding tax.....\$ _____

Hourly service fees.....\$ _____/HR

Discount on parts.....% _____

Delivery _____ days after receipt of purchase order.

****Due to the escalating price of metals and petroleum, the County will review fully documented requests for price increase after any contract has been in effect for ninety (90) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The County will determine whether the price increase or an alternative option is in the best interest of the County. Price increases will become effective only after the approval of the Pinal County Board of Supervisors.**

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OFFER FORMAT REQUIREMENTS

OFFER FORMAT: Original and one (1) copy of the Offer shall be submitted. **The original copy of the Offer should be clearly labeled “ORIGINAL.”** Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers in response to the IFB. Each Offer (Original and copy) is to be submitted as identified below.

Title Page

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

Tab 1 - Profile and Qualifications

The following information to be included:

1. A fully completed and signed Attachment “B” Offeror’s Profile
2. A fully completed and signed Attachment “E” Deviations and Exceptions

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

Co-op Authorization

Addendum Acknowledgment Form (if any)

Non-Collusion Form,

W-9 Form

Offer & Acceptance Form,

If Offeror requires the County to sign a separate contract in the event of an award, then a copy of the separate contract must be included.

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ATTACHMENT A: NO RESPONSE FORM

Offerors not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (520)866-6661

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

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

Other: _____

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

Title _____

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

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ATTACHMENT B: OFFEROR'S PROFILE

- A. Provide the name of the person who will be the primary Offeror and the address for the primary servicing office:
1. Name: _____ Title: _____
 2. Company Name: _____
 3. Address: _____
 4. City: _____ State: _____ Zip Code _____
 5. Telephone: _____ Fax: _____
 6. Email Address: _____
- B. Number of years local servicing office has been working with County/State Agency Clients: _____
- C. How many years of experience does the local Offeror have: _____ Key Employee: _____ yrs.
- D. Will a Vendor Liaison be assigned to our account? Yes _____ No _____
1. If yes, identify who: _____
 2. How many years of County experience does this Leader have handling public entity clients?

FIRM

AUTHORIZED SIGNATURE



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ATTACHMENT C: REFERENCES

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

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

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

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

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

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ATTACHMENT D: COOPERATIVE AUTHORIZATION

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

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

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

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

<hr/>		<hr/>	
Name of Company		Date Signed	
<hr/>		<hr/>	
Authorized Signature/Local Representative		Telephone/Fax Number	
<hr/>		<hr/>	
Type Name and Position Held with Company			
<hr/>		<hr/>	
Mailing Address		City	State Zip

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ATTACHMENT E: DEVIATIONS AND EXCEPTIONS

List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the IFB it is found on. Any deviation/exception or inability of the Offeror to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the IFB.

The following deviations/exceptions are being submitted for consideration:

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

Firm

Authorized Signature

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ATTACHMENT F: ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

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

Firm

Authorized Signature

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ATTACHMENT H: W-9 FORM

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

