NOTICE OF REQUEST FOR PROPOSAL

Designated Agency:	PINAL COUNTY FINANCE DEPARTMENT
Material or Service:	IN-HOME DETENTON AND ALCOHOL MONITORING PROGRAM
Contract Type:	FIRM FIXED PRICE
Contract Period:	ONE (1) YEAR INITIAL TERM WITH FOUR (4) ONE-YEAR RENEWAL OPTIONS
Pre-Submittal Conference:	N/A
Question Due Date:	WEDNESDAY, JANUARY 29, 2014
Solicitation Due Date:	BY 2:00 PM ARIZONA TIME ON TUESDAY, FEBRUARY 18, 2014
Number of Copies Required:	ORIGINAL + 3 COPIES
Solicitation Opening Date:	BY 2:15 PM ARIZONA TIME ON TUESDAY, FEBRUARY 18, 2014
Solicitation Opening Location:	31 NORTH PINAL STREET BUILDING A FLORENCE, AZ 85132
Procurement Officer Contact Name:	LARRY WOO, CPPB BUYER II
Telephone:	(520) 866-6262
Fax:	(520) 866-2903
E-mail:	Larry.Woo@pinalcountyaz.gov

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END OF SOLICITATION

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.

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

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

"Days" means calendar days unless otherwise specified.

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

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

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

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

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

"May" means something that is not mandatory but permissible.

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

"Offer" means bid, proposal or quotation.

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

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

"Responder" means a vendor who responds to a Solicitation.

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

"Shall, Will, Must" means a mandatory requirement.

"Should" means something that is recommended but not mandatory.

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

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

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

END OF DEFINITIONS

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, Larry Woo at Larry.Woo@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/Departments/Finance/Pages/BidsProposals.aspx . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.

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

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

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

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

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

3.5.1 Solicitation PC-130819 Response Form 1

3.5.2 Solicitation PC-130819 Response Form 2 Price Sheet

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

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

4 SUBMISSION OF OFFER

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

5 EVALUATION

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

1. Capacity of Offeror
2. Method of Approach
3. Price
4. 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

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.

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

2 INQUIRIES

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

2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

2.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.

2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.

2.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 OFFER PREPARATION

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.

3.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

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

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

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

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

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

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

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

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

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

5 EVALUATION

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

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

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

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 it's' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:

5.7.1 Waive any minor informality;

5.7.2 Reject any and all Offers or portions thereof; or

5.7.3 Cancel the Solicitation.

6 AWARD

6.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.

6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

7. Protests

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

7.1.1 The name, address and telephone number of the protester;

7.1.2 The signature of the protester or its representative;

7.1.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.1.5 The form of relief requested.

1 INTRODUCTION & BACKGROUND

1.1 Introduction. Pinal County is accepting proposals from independent contractors to provide an electronic home detention and alcohol monitoring program for its Justice Courts. The Justice Courts are located in Florence, Casa Grande, Eloy, Maricopa, Apache Junction, Superior, Oracle, and Mammoth.

Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima Counties and is approximately 50 miles from downtown Phoenix and downtown Tucson. In 2010 the County's population was estimated to be 345,000.

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

1.2 Background. ARS § 11-251.15 authorizes a County Board of Supervisors to approve a Home Detention and Alcohol Monitoring Program with the approval of the Presiding Justice of the Peace. All services provided pursuant to this RFP, the Contract for Service and/or other procurement documents shall comply with the provisions of the enabling legislation.

Pinal County intends to offer a full-service electronic home detention and alcohol monitoring program for adult offenders utilizing a comprehensive program from a roster of approved contractors that will provide all equipment and services using global positioning satellite (GPS) technology as well as installation, monitoring, reporting and removal services for the Justice Courts in Pinal County. Participants will typically be placed on home detention for periods of five (5) to thirty (30) days. There may also be cases in which an individual will be placed in the program for a period shorter than five days or longer than thirty days.

The Judge of each respective court will determine whether a participant is eligible for the electronic home detention and alcohol monitoring program, pursuant to procedures as established by the court. The defendant may be required pursuant to local, state, or federal laws, or by the Judge's order to serve a period of time in jail before being placed under the electronic home detention and alcohol monitoring program. Pursuant to ARS 11-251.15 (D and I) the court may also order a prisoner placed on electronic monitoring to pay a $30.00 fee to offset operational costs of the program.

As directed by the Judge the contractor will report to the court the defendant's compliance, or lack thereof, pursuant to the stipulations set forth for the electronic home detention and alcohol monitoring program. The contractor will appear in court as directed by the Judge for any hearings necessary related to the defendant's lack of compliance. The Judge will make the final determination whether the defendant is to be removed from the program or continues in the program.

Pinal County does not guarantee any specific number of individuals who will be on the electronic home detention and alcohol monitoring program. Each Justice Court is free to assign program participants to the approved contractor that Court deems appropriate at the time. It should be noted that Legislative or Judicial changes may enhance, degrade or eliminate the program at any time. The services shall be provided on an "as needed" basis for a period of one (1) year, with four (4) one year options by the County to renew.

Additional qualified contractors may be added for these services during the life of the awarded contract if the County deems it is in the best interests of Pinal County to do so.

2 GENERAL REQUIREMENTS

2.1 The contractor shall provide the services described herein throughout Pinal County and the State of Arizona, as directed by the Court, and shall have the ability to monitor the person's whereabouts at all times within the State of Arizona.

2.2 The contractor shall provide an electronic full-service home detention and alcohol monitoring program including installation, monitoring, reporting and removal.

2.3 The contractor must be in compliance with current and future provisions of relevant court rules, the code of judicial administration and Arizona and Federal statutes. Failure to comply with relevant court rules, the code of judicial administration and statutes shall be grounds for termination under this contract.

2.4 The contractor shall establish and maintain procedures and controls acceptable to the court for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the court or others necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

2.5 The contractor shall furnish all labor, materials, equipment, and maintenance necessary for the provision of the products and services described herein.

2.6 The contractor shall have sufficient personnel, inventory and equipment to complete all work requests, as defined in this solicitation, in the time frame required by the court.

2.7 Prior to commencing work, the contractor shall provide evidence that any assigned contracted personnel providing any of the required services to offenders, shall have passed a criminal background check to ensure that no employee with a felony offense or misdemeanor offense involving a crime against a person have access to a court referred client or their information.

3 SPECIFIC REQUIREMENTS

3.1 The contractor shall provide an electronic monitoring system to verify that program participants remain at home/work during specified time periods and shall report unauthorized absences, late returns, equipment malfunctions, verbal responses and other functions to a central computer system.

3.2 The contractor's program shall have the ability to monitor the participant's alcohol use through technological means. Specific requirements will be at the discretion of the Judge and the respective court.

3.3 The contractor shall make reasonable efforts in providing services in another language if necessary. The contractor would be responsible for any costs associated with this service.

3.4 The contractor shall provide services to participants in compliance with all ADA requirements including, but not limited to, hearing impairments, speech impairments or physical disabilities. The contractor would be responsible for any costs associated with this service.

3.5 As a part of the intake process, the contractor shall be responsible for obtaining verification of employment, community restitution, treatment classes, and religious activities. The contractor shall be responsible for inputting the work schedules or other court approved activities (e.g. substance abuse treatment) into the system for each program participant. If the court approves any additional activities, the court will notify the contractor to update the participant's schedule accordingly.

3.6 The contractor's program must have the ability to establish multiple curfews varying by days of the weeks and allow County personnel to modify curfews as requested.

3.7 The contractor's program shall have the ability to provide the Court with any exclusion zones.

3.8 The contractor shall be responsible for installation and removal of the transmitter. The contractor shall schedule an intake appointment and complete all set-up and system requirements with the person sentenced or placed on the home detention alcohol program at the participant's home, place of business or other location(s) as determined by the Court. This may include locations outside Pinal County. This shall be completed by the date ordered by the Court; failure to complete this process by that date shall be reported to the Court. Price variations for each intake option shall be included in the price page.

3.9 At the request of Law Enforcement or medical personnel the contractor shall respond to remove equipment from a participant in a timely manner. At no time shall there be a cost charged relating to the emergency removal to the requesting Law Enforcement Agency, medical personnel, or Pinal County. At the direction of the Court, the contractor shall replace any equipment removed at the request of law enforcement and replace it on the individual in a timely manner not to exceed 12 hours and at no additional expense to Pinal County.

3.10 The contractor shall specify its policy and costs associated with replacement of lost, stolen, or damaged equipment. If requested by law enforcement, the contractor shall respond to remove equipment from a participant, at no cost to the law enforcement agency or the County.

3.11 Contractors shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions (for example the remote areas of Pinal County), and federal state and local laws, ordinances and rules and regulations that may in any manner affect cost, progress or performance of the work.

3.12 The contractor shall be responsible for the invoicing and the collection of fees from all participants. Participants shall pay the contractor directly for all costs associated with this service.

3.13 Neither Pinal County nor any of its Justice Courts shall be responsible for any portion of the program costs for any reason. This includes but is not limited to if the participant violates the program and is incarcerated either temporarily and/or for the remainder of the jail term at the Pinal County Jail. Should the participant be sent back to jail, the participant would be responsible for paying the costs of jail.

3.14 Any time the contractor's presence is requested by the Judge the contractor shall be available, either in person or by telephone (as directed by the Judge), for court hearings related to the home detention program. These appearances shall be made at no charge to Pinal County or the respective courts.

3.15 The contractor shall not terminate any person's participation with the program without first notifying the court and also receiving written permission/direction from the court to do so.

3.16 The contractor shall ensure that no employee convicted of any felony offense or misdemeanor offense involving a crime against a person may have contact directly or indirectly with court referred client or their information.

4 EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

4.1 Contractors shall provide a detailed listing of the equipment that would be used to accomplish the specifications required to achieve the stated requirements below.

4.2 The contractor shall provide appropriate monitoring devices capable of being easily installed and attached to each participant. The contractor shall provide a system capable of securely receiving, storing and disseminating the data generated by the home detention monitoring equipment. The contractor shall provide a reliable and secure means of transmitting data between the central computer or unit and the participant's home detention monitoring equipment.

4.3 All monitoring equipment, devices and accessories used by the participants shall be specifically designed for electronic home detention purposes and shall not be an adaptation of readily and commercially available products without appropriate justification.

4.4 The contractor's transmitter shall be tamper-resistant and shall be capable of detecting and reporting tampering attempts.

4.5 Transmitter straps shall be either adjustable or fit any size participant, or varying-sized straps shall be provided as an alternative. The unit will attach to a participant's ankle with a hypoallergenic fiber-optic strap that detects tampering. This would include tampering such as severing the strap or removal of the transmitter without severing the strap.

4.6 Transmitter shall be FCC certified and be shock resistant, water and moisture proof and function reliably under normal human, household, environmental and atmospheric conditions. Offerors must include verification of FCC certification for their proposal to be considered responsive.

4.7 The transmitter shall not pose a safety hazard or unduly restrict the permitted activities of the participant.

4.8 The transmitter shall be capable of remote programming of multiple inclusion and exclusion zones.

4.9 The transmitter and/or base station shall have the ability to monitor alcohol usage when ordered by the Court.

4.10 The transmitter shall provide twenty-four (24) hours per day, three hundred sixty five (365) days per year monitoring.

4.11 The contractor's base station shall use standard telephone lines or cellular phone to communicate between the individual base stations and the monitoring center. The base station shall be capable of full communications to the central computer system by connection to a standard RJ-11-C modular telephone connector or interfacing with a cell phone network.

4.12 The contractor will be responsible for supplying batteries and replacing all defective or low batteries. The contractor shall provide in their proposal the expected battery life of each piece of equipment where a battery is required.

4.13 The contractor shall ensure that the person to whom the transmitter is attached is the person ordered to participate in the program. The monitoring equipment shall have the capability to identify the participant assigned to each individual unit.

4.14 The monitoring equipment shall use active GPS frequency of transmitting monitoring data to communicate between the individual monitoring devices and the monitoring center. All charges shall be included in the daily unit cost.

4.15 The monitoring equipment shall provide the ability to manage violations and other events and be able to notify the court immediately if desired. The contractor shall make notifications of violations by 9:00AM on the next regular court day or at another time as directed by the Court.

4.16 The monitoring equipment shall be of the latest technology available from the manufacturer. The contractor, prior to the commencement of the contract and presentation of the monitoring/tracking equipment, shall certify that the equipment being presented to Pinal County or Pinal County Justice Courts is new and is the manufacturer's latest model. Confirmation of this shall be made in writing to the Presiding Justice of the Peace prior to the commencement of this contract. Throughout the life of the contract the contractor shall provide Pinal County or Pinal County Justice Courts with the latest equipment model. The contractor shall ensure that all equipment provided to Pinal County Justice Courts shall have all final beta testing completed and be ready for release.

4.17 If the contractor is not the manufacturer of the equipment to be used in this contract, then the contractor shall ensure that the equipment is under warranty and enter into a maintenance agreement to include equipment repair with the manufacturer at the contractor's expense. If the contractor is the manufacturer of the equipment, it shall provide extended warranty and routine maintenance and repair of its equipment with no cost to Pinal County or Pinal County Justice Courts.

4.18 The contractor's equipment shall be upgradable and Pinal County or Pinal County Justice Courts shall receive from the contractor all new revisions as they become available, at no cost to Pinal County or Pinal County Justice Courts. Include the equipment specification literature and the warranty information from the manufacturer with the offer.

4.19 If the unit is faulty or fails, the contractor shall have the equipment replaced within twelve (12) hours.

5 REPORTING REQUIREMENTS

5.1 All costs of compliance with the reporting requirements specified in this section shall be included in the all-inclusive fees to be paid by participants and shall not constitute a charge to Pinal County or the Pinal County Justice Courts.

5.2 The contractor shall provide law enforcement agencies with current real-time information on person's whereabouts if requested by law enforcement agencies and/or the Court, during the investigation of a criminal incident

5.3 The contractor shall be responsible for reporting a minimum of the following information:

- 5.3.1 Use of alcohol (for those individuals ordered by the Judge to have alcohol monitoring)
- 5.3.2 Violation of any curfew
- 5.3.3 Tampering with or damaging the electronic monitoring device
- 5.3.4 Violation of any known court order
- 5.3.5 Treatment compliance
- 5.3.6 Community restitution non-compliance
- 5.3.7 Termination of changes to employment
- 5.3.8 Change in residence

5.4 The contractor shall report all violations as directed by the respective Court. The method of notification and time the report is issued shall be determined by each Court.

5.5 Once the Court receives the information detailed above, the Court will take action as deemed necessary and in accordance with procedures established by the Court. The contractor will be directed to appear and/or respond as the Court deems necessary.

5.6 The contractor must be available, as directed by the Court, for court hearings related to the electronic home detention and alcohol monitoring program. These appearances shall be made at no charge to Pinal County
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5.7 The contractor shall provide a Program Summary Report on a monthly basis to the Presiding Justice of the Peace, and to any other Justice Court as requested by that Court. The Program Summary Report will include a **MINIMUM** of the following information:

5.7.1 Total number of program participants referred; number of DUI offenders referred.

5.7.2 Total number of program participants in the program; number of DUI offenders in the program.

5.7.3 Total number of program participants who have completed the program; number of DUI offenders who have completed the program.

5.7.4 Total number of program participants who were terminated unsuccessfully from the program; number of DUI offenders who were terminated unsuccessfully from the program.

5.7.5 Total number of program participants who have used alcohol and/or drugs while on the program and/or refused an alcohol or drug test; number of DUI offenders who have used alcohol and/or drugs while on the program and/or refused an alcohol or drug test.

5.7.6 Total number of days served in home detention for participants currently enrolled at time of report and total days served in home detention for each participant at end of program; number of days served in home detention for DUI offenders currently enrolled at time of report and total days served in home detention for each DUI offender at end of their participation in the program.

5.7.7 Number of program participants that were arrested for a new misdemeanor and/or felony offense while on the program (must include what offense put them on home detention and what the new offense is).

5.8 Pinal County reserves the right to adjust the information available within the Program Summary Report with written notice. Contractor shall make these changes within 30 days of the request at no cost to the County

6 FEE PROPOSAL

6.1 The contractor must specify the cost for the system and the type of system to be used, including whether that system is active or passive. If a contractor has more than one type of system available, the same specifications and cost information should be provided for each proposed system type.

6.2 In all circumstances the defendant shall be responsible for all costs associated with this program. Pinal County or the individual court shall never be responsible for any charges or costs associated with this contract.

6.3 The contractor shall charge program participants based on their ability to pay in accordance with the daily fee listed on the price page. Participants shall be evaluated by the contractor and the price shall be adjusted from zero to full price depending on the ability to pay. Offerors shall submit with their response a copy of the sliding scale and fees they will use to make this determination.

6.4 Equipment installation and removal locations such as the defendant's home, place of business, or other location(s) shall be clearly identified in the price quotes should the costs differ. If one price is listed it will be the price used for all installation and removal locations.

6.5 All charges associated with this contract shall be shown in the project cost section of the contractor's proposal or other supporting documents. Any charges not listed in the project cost section or supporting documentation submitted with the contractor's proposal shall not be allowed during the contract period and any applicable extensions.

END OF STATEMENT OF WORK

SPECIAL TERMS AND CONDITIONS

1. Contract Term:
The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.

2. Contract Type (Firm):
Firm fixed price indefinite quantity.

3. Contract Extension:
The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period.

4. Price Adjustment (Annual):
The County may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Contractor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Contractor may offer the County a price reduction at any time during the contract period.

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.

5. 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.

6. Licenses:
Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

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

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the County shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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

4. **Professional Errors and Ommissions or (when applicable) Medical Malpractice Liability**:
Coverage shall be for minimum amounts of $1,000,000 per claim and $2,000,000 annual aggregate

B. CERTIFICATES OF INSURANCE: Prior to commencing work or services under this Contract, Contractor shall upon request, furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy(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.

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

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. 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.

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 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 if 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.

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.

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.

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.

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address: http://pinalcountyaz.gov/Departments/Finance/Pages/BidsProposals.aspx . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

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

W-9 FORM

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

RESPONDERS CHECKLIST

	Yes/No
Did you **sign** your Offer sheet? *See Page 30 & 31 of this solicitation.*	
Did you acknowledge all addendums, if any? *See page 27. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.*	
Did you complete all required Response Forms? *Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department*.	
Did you include your W-9 Form? *See page 28 of this solicitation.*	
Did you include any necessary attachments?	
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? *See page 1 for this information.*	
Did you include one original and the required number of copies? *See page 1 for the quantity.*	
Did you follow the order for submissions of documents? *See Section 3.4 – Offer format in the Special Instructions of this solicitation.*	
Did you include proof of insurance(s) if requested?	

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: In-Home Detention and Alcohol Monitoring Program

This contract shall henceforth be referenced to as Contract No. **PC-130819**. 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 _____ 2014.

Name (Print) Title Signature

Approved as to form:

Pinal County Attorney's Office

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

End of Solicitation