PINAL COUNTY
WIDE OPEN OPPORTUNITY

Pinal County
Office of Budget and Finance
Purchasing Division
31 N Pinal Street, Building A
Florence, Arizona 85132

REQUEST FOR PROPOSAL #270832
COVER SHEET

Release Date	September 15, 2026
Solicitation Number	RFP270832
Solicitation Title	**PINAL COUNTY ADULT DETENTION CENTER INTERCOM SYSTEM REPLACEMENT**
Services to be performed for	Pinal County Sheriff's Office – Detention Center
Responses will be received until	2:00 P.M., MST, Tuesday, October 13, 2026 Electronically through the Bonfire Purchasing System
For additional information please contact	Traci L. Gorman, CPPO, CPPB, Purchasing Manager Email: Traci.Gorman@pinal.gov 520-866-6714
Documents included in this package	Request for Proposal Cover Sheet Response Submittal Requirements Scope of Work Special Terms and Conditions General Terms and Conditions Attachments

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of one-hundred eighty (180) calendar days following the date of submission. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

PRINT OR TYPE YOUR INFORMATION

Company Name: ____ Fax: ____

Address: ____ City/State/Zip: ____

Contact Person: ____ Title: ____

Email: ____ Phone: ____

Authorized Representative's Signature: ____ Date: _____________________

Printed Name: ____ Title: ____

Email: ____ Phone: ____

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OFFICIAL SOLICITATION DOCUMENTS: Pinal County officially distributes solicitation documents through the Bonfire Purchasing System and notification through the local newspaper. ***Copies of solicitations obtained from any other source are <u>not</u> considered official copies.*** Only those Vendors who obtain solicitation documents from the Bonfire Purchasing System website will be in receipt of officially posted and relevant information regarding solicitations issued by Pinal County. The County cannot be held responsible for incorrect information, nor can it attest to the accuracy of information found on websites other than the Bonfire Purchasing System.

PURPOSE OF SOLICITATION: Pinal County is issuing this Solicitation for the purpose of entering into a contract for services as specified herein from a Vendor(s) that will provide prompt and efficient service to the County for Pinal County Adult Detention Center Intercom System Replacement. Although this Solicitation specifies an exact location and timeline for these services to be completed, it is understood and agreed that the County may, during the term of the contract, request additional services be performed by the successful Vendor(s) at the same or other locations within Pinal County. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor(s) throughout the contract period. No guarantees are made that additional services will be requested.

TERM OF CONTRACT: The awarded contract shall commence on *<u>January 1, 2027</u>* and shall remain in effect through *<u>December 31, 2027</u>*.

OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the County shall have the option to renew the contract for four (4) additional one-year periods. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the County. During the option period, the County will consider an adjustment to the pricing structure if the Vendor notifies the County of a price adjustment. The Vendor shall notify the County of such adjustments during the option period at least ninety (90) calendar days prior to the end of the then current contract year and must include detailed justification for the requested adjustment. The County reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

The County may consider an adjustment to the pricing structure outside of the option period if such adjustment would be detrimental to the Vendor. The Vendor shall submit an immediate request for such an adjustment in writing to the Purchasing Division and must include detailed justification for the requested adjustment outside of the option period. This consideration is a County prerogative and there is no guarantee that the request will be accepted outside of the option period. The County reserves the right to accept, reject or negotiate any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

PRE-PROPOSAL CONFERENCE AND SITE VISITS ARE RECOMMENDED: A recommended pre-proposal conference and site visit will be held on Thursday, September 22, 2026 at 9:00am at the Pinal County Detention Center, 971 Jason Lopez Circle, Bldg. C, Florence, AZ. <u>Please meet outside the building to be authorized through</u>. A representative of the Vendor is encouraged to attend this conference and site visits in order to become familiar with the requirements and measurements for replacing the workstations. **This will be the only time available to walk through the sites; no other appointments will be scheduled. Due to the secure nature of the sites, Vendors who fail to arrive at the pre-proposal conference prior to the starting time will not be offered the**

opportunity to walk through the sites. Vendors shall take all necessary precautions with going through a secure facility, i.e. tools, camera, etc.

NON-APPROPRIATION. Pursuant to A.R.S. §35-190, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on July 1st of the first fiscal year for which funds are not appropriated. The County shall give the Vendor written notice of such non-appropriation.

SCHEDULE OF ACTIVITIES: The following activities and dates tentatively outline the process to be used to solicit Vendor responses and to review each Vendor Response.

September 15, 2026	Release Request for Proposal
September 22, 2026 @ 9:00 a.m.	Pre-Proposal Meeting & Walk Thru
September 24, 2026 @ 9:00 a.m.	Deadline for Submitting Questions
October 13, 2026 @ 2:00 p.m.	Response Submission Deadline
November 2026	Issue Notice of Intent to Award
December 9, 2026 (estimated)	Contract Award

IDENTIFICATION OF TAXES IN OFFER: The County is subject to Arizona Transaction Privilege Tax (TPT) and local sales/use taxes, as set forth in the contract terms and conditions. Taxes shall be identified as separate items by amount or by rate, as applicable, in the offer.

EXCISE TAX: The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence.

ACCESSIBILITY COMPLIANCE: All non-confidential documents that may be subject to public requests under Title 39 of the Arizona Public Records Law et seq., as amended must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 and the Americans with Disabilities Act (ADA). Contractors must ensure that their software, products, services, and documents are accessible. Additionally, Contractors should include any Voluntary Product Accessibility Template (VPAT), Accessibility Conformance Report (ACR), or other Accessibility Statements relevant to their offerings. Contractors have the option to provide a recording demonstrating conformance, test results, or an agreement to remediate their technology to meet accessibility standards.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed electronically, via the Bonfire Purchasing System, to Traci Gorman, CPPO, CPPB, Purchasing Manager, Purchasing Division, Pinal County. The Vendor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the schedule of activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

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1. SPECIFICATIONS

Pinal County is soliciting responses from qualified Vendors to furnish all materials and labor as necessary for the replacement of the Intercom System for the Pinal County Sheriff's Office – Adult Detention Center.

It is expected that the business and their team members will have significant experience with this type of project. It is expected that the individuals overseeing and managing this project are licensed professionals. The successful Vendor shall be considered and shall remain an independent contractor throughout the term of any contract awarded pursuant to this Solicitation.

The successful Vendor shall be solely responsible for scheduling and coordinating work of the sub-contractors, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Vendor.

The successful Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, tools, and all other facilities and incidentals necessary for performance, testing, start up, and completion of the services outlined in this Solicitation.

Although this Solicitation specifies an exact location for these services, it is understood and agreed that the County may, during the term of the contract, request additional services from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor throughout the contract period. No guarantees are made that additional services will be requested.

A. Background: The Pinal County Detention Center is currently operating with a DXI intercom system. Replacement parts are no longer being made for this product, and it is not working at 100% functionality due to part failures. There are approximately eight hundred and fifty-eight intercoms in the Pinal County Sheriff's Office Detention Center that connect to our current DXI system.

B. Objective: The Pinal County Sheriff's Office (PCSO) Detention Center requires a full upgrade of its existing DXI intercom system, which has reached end-of-life. The successful Vendor shall provide all labor, materials, equipment, and services necessary to replace the existing system with a new, fully functional, VoIP-based intercom system that integrates with the facility's existing AVEVA door control system. All intercoms must remain functional throughout the duration of the project, only allowing for minimal downtime when completely necessary.

C. Current System Issues: The current system has been in place since the early 1990's. The longevity of the system is its most redeeming quality. What it currently lacks, after more than 30 years, is reparability and quality. The new VoIP system should anticipate addressing both of these issues. It is important that the new system has a comparable service life.

   In addition, there are occasions when the DXI integration into AVEVA fails. This sometimes involves intercoms getting hung up in the call position or complete failure where no data is being exchanged. This requires varying degrees of troubleshooting both the DXI system and the AVEVA system to resolve.

2. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Submittals must contain, in blue ink, a manual signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

- Documentation Satisfying Evaluation Criteria
- Vendor Information Form
- Proprietary / Confidential Statement
- Sub-contractor List, if applicable
- Certificate of Good Standing from the Arizona Corporate Corporation Commission
- Exhibit 1 – Exception Form
- Exhibit 2 – Lobbying Certification
- Exhibit 3 – Non-Collusion Affidavit
- Exhibit 4 – Minimum Insurance Requirements

3. SCOPE OF WORK

The primary goal of the project is to update the current DXI intercom system. The successful Vendor shall be responsible for providing all equipment and materials required to complete the project. Below are the directives regarding the replacement and installation of the system. All documentation and manuals for the DXI system can be found at this link: https://harding-tech.com/microcomm-dxi-specification-manuals/

Replacement of the Core DXI System

The core DXI system consists of MDF (Main Distribution Frame), five (5) IDF's (Intermediate Distribution Frame) and all the intercoms connected to it. Currently all the intercoms are connected to the DXI system via a two-wire connection. DXI is not VoIP capable. With DXI being end of life, and our current intercoms not supporting VoIP we are looking to overhaul the entire system. We require the new system to be VoIP for easier management and better audio clarity; as well as overall easier maintenance. The new system will need to be completely isolated from external connections. The system will need to function without getting updates or patches from the internet. Intercoms will need to remain functional throughout the Detention Center during the upgrade. In the older units of the Detention Center, Baker and Charlie, there are call buttons located in cells instead of intercoms. These will need to remain functional with the new system.

Below are the requirements and preferences for the new intercom system as well as the intercoms themselves.

1. Requirements:
    a) Tamper resistant intercoms
    b) Intended for 24/7 use
    c) Support 2-way communication with Clear Audio
    d) Support replaceable parts on intercoms
    e) Intercoms must work in Arizona heat in direct sunlight
    f) Everything shall be under a minimum 5-year warranty
    g) Replacement parts must remain available for purchase for at least fifteen (15) years after installation
    h) Documentation and onsite training on the new system for PCSO IT staff
    i) Must be able to integrate with AVEVA

2. Preferences:
    a) IP 68 rating intercoms
    b) IK 10 rating intercoms
    c) Support "master stations" for manually calling intercoms if AVEVA integration fails
    d) 2 wire support while the intercoms are being upgraded
    e) Having spare parts on hand

f) Redundant servers
g) Interested in video intercoms for main access ways

Installation of Water-Resistant Server Racks

There are five (5) main units in the Pinal County Sheriff's Office Detention Center. These units consist of twenty-two (22) individual housing units. Each one of the housing units will need a water-resistant server rack. Server racks will need to be installed in the plumbing chase behind the housing unit. There are also two (2) units in the older part of the Detention Center that will need server racks installed in the multipurpose rooms. Lastly one (1) additional rack will need to be installed in the transportation area of the Detention Center. The server rack may need to be wall mounted and the space is slightly confined. All racks must have a minimum of 8u's rack space.

Installation of New Fiber

New single mode fiber will need to be run, 100Gb fiber is preferred for ensuring service for the future, to connect the network infrastructure required for this upgrade. All fiber will need to be terminated, certified, and labeled.

1) The first run will need to be twenty-four (24) strands and connect the Master control to the old Master control;
2) The second run will need to connect the old Master control to the Baker unit and should be twelve (12) strands;
3) The third run will need to connect the old Master control to the Charlie unit and should be twelve (12) strands;
4) The fourth run will need to connect the old Master control to transport and should be twelve (12) strands;
5) The fifth run will need to connect the old Master control to Mezzanine 1 and should be twenty-four (24) strands;
6) The sixth run will need to connect the old Master control to Mezzanine 2 and should be twenty-four (24) strands;
7) The seventh run will need to connect the old Master control to Mezzanine 3 and should be twenty-four (24) strands;
8) From Mezzanine 1 there will need to be eight (8) additional twelve (12) strand runs to the plumbing chase behind each pod on the first floor;
9) From Mezzanine 2 there will need to be eight (8) additional twelve (12) strand runs to the plumbing chase behind each pod on the second floor;
10) From Mezzanine 3 there will need to be six (6) additional twelve (12) strand runs to the plumbing chase behind each pod on the third floor.

Installation of a New Network Infrastructure

The new intercom system will require two (2) routers in Master Control as well as forty-eight (48) port switches and UPSs in Master Control, the old Master Control, the Baker multipurpose room, the Charlie multipurpose room, the Transportation unit, each of the mezzanines, and behind all twenty-two (22) racks installed behind the Housing units. These switches will need to be determined by the awarded vendor and should be POE (Power Over Ethernet) to power all of the intercoms. The switches and router will need to be enterprise grade hardware. Fiber aggregation switches should be put in Master Control, the old Master Control, and each of the three (3) Mezzanines.

Installation of New Ethernet

Every new intercom will require Ethernet to be run for power and data. There are approximately eight hundred and fifty-eight (858) intercoms in the Pinal County Sheriff's Office Detention Center. All runs will need to be punched down, labeled and certified. A three (3)-foot service loop on every run would be preferred. Vendors will be able to use existing conduit where applicable, but in some cases they may need to run new conduit. If new conduit is required, the successful Vendor may also need to x-ray the walls to find safe penetrations.

Installation of New VoIP Intercoms

All intercoms will need to be replaced with VoIP capable intercoms. This will involve going to every intercom in the Detention Center, uninstalling the old intercom and installing the new intercom. The successful Vendor may be required to work around the Detention Center schedule as replacing approximately eight hundred and fifty-eight (858) intercoms will most likely be a multi month roll out.

Power Configuration

Some equipment locations may require power outlet installation. The successful Vendor will be required to know the amp draw required by the equipment, locations of where outlets need to be installed, and whether the new outlets can be tied into existing circuits or if a dedicated circuit will be required.

Integration with AVEVA into New Intercom System

The new intercom system will need to integrate into our existing AVEVA door control system. The purpose of the integration is to have bi-directional communication between the two (2) systems for passing through audio and microphone control. If a video intercom solution is provided there will need to be a video call up integration into AVEVA.

Timeline for this project is expected to vary based on the Vendor's capabilities, staffing, and scheduling restrictions within the Detention Center. The successful Vendor will be required to provide thorough documentation of every step, as well as complete documentation of the entire system. Based on our understanding of this project, listed below is a tentative timeline start to completion of the project. It is the expectation of Pinal County that the successful Vendor will modify this timeline based on their experience working with these systems.

1. Planning – Four (4) weeks: Vendor to research and come up with detailed system design and review with PCSO IT.
2. Main Fiber Runs – Eight (8) weeks: The following runs will need to be completed before any equipment can be installed. All lines will need to be terminated, certified, and labeled.
    a) Master Control to old Master Control
    b) Old Master Control to Transport
    c) Old Master Control to Mezzanine 1
    d) Old Master Control to Mezzanine 2
    e) Old Master Control to Mezzanine 3
3. Main Network Equipment Install – Two (2) weeks: Install switches, aggregation switches, and routers in Master Control, the old Master Control, Transport and all three (3) of the mezzanines.
4. New Core System Installation – Two (2) weeks: Install new core intercom system.
5. Develop Integration with AVEVA Door Control System – Four (4) weeks: Vendor will need to have familiarity or subcontract with someone familiar with the AVEVA door control system to develop an integration between the new intercom system and AVEVA. This integration will need to allow bi-directional audio pass through from intercoms as well as intercom identification and call-up. If video intercoms are purchased, an integration to pass through the video will need to be created as well. This integration will need to be thoroughly tested before moving on to the next step.
6. Training – Two (2) Weeks: PCSO IT staff will need to be trained and certified by the vendor to work on and service the new intercom system.
7. System Migration – One (1) week: All old 2 wire intercoms will need to be moved over to and configured in the new system. This will need to be done as fast as possible to avoid downtime.
8. Remaining Fiber Runs – Eight (8) Weeks: The remaining fiber runs will need to be completed next. All lines will need to be terminated, certified, and labeled.
    a) Mezzanine 1 to all eight (8) Pods on First Floor
    b) Mezzanine 2 to all eight (8) Pods on Second Floor
    c) Mezzanine 3 to all six (6) Pods on Third Floor
    d) Old Master Control to Baker unit
    e) Old Master Control to Charlie unit
9. Install Server Racks – Two (2) Weeks: Install twenty-five (25) server racks. Locations listed below.
    a) Four (4) in E unit plumbing chase
    b) Four (4) in H unit plumbing chase
    c) Four (4) in F unit plumbing chase
    d) Four (4) in J unit plumbing chase
    e) Six (6) in G unit plumbing chase

f) One (1) in Transport unit
g) One (1) in B unit multipurpose room
h) One (1) in C unit multipurpose room

10. Install Remaining Network Equipment – Two (2) Weeks: Install switches and UPSs in Baker, Charlie, and all twenty-two (22) racks in the plumbing chase.
11. Upgrade Intercoms – Twenty (20) Weeks: All intercoms will need to be upgraded to new VoIP intercoms, plugged in and configured in the new system. This process will require new Ethernet runs to be run to each of the approximate eight hundred fifty-eight (858) intercoms. All Ethernet runs must be terminated/punched down, certified and labeled.
12. Final Acceptance – Two (2) Weeks: Full system to be reviewed to ensure everything is functioning as expected and requested. If review is passed, then the system will be signed off on.

4. MANDATORY REQUIREMENTS

All successful Vendor personnel and subcontractors are required to adhere to the following mandatory requirements:

a) Must be able to pass a CJIS Background Check prior to entering the Detention Center.
b) Must be accompanied by a PCSO staff member while inside the Detention Center.
c) Must follow Pinal County Detention Center Policy and Procedures.
d) Must pass through a security checkpoint prior to entering the Detention Center.
e) All tools must be checked in when entering the Detention Center and checked out when leaving the Detention Center. No exceptions.

5. SERVICE REQUIREMENTS

The successful Vendor must have the ability to provide 24/7/365 on-call support with preferred response times listed below.

a) Critical Full System Outage (Intercom system, Primary pathways, Network, or Integration failure): Vendor must respond within one (1) hour and have the issue(s) resolved within 48-hours.
b) Major Outage (Node failure, Greater than 15% intercom outage): Vendor must respond within four (4) hours and have issue(s) resolved within 72-hours.
c) Minor Outage (Individual intercom failure or damage, less than 15% intercom outage): Vendor must respond within 48 hours and have issue(s) resolved within five (5) business days.

The successful Vendor shall agree to provide written warranty and service for a minimum of 5 years.

The successful Vendor shall train and certify PCSO IT individuals to diagnose system and to perform repairs on an as-needed basis.

6. VENDOR AGREEMENT REQUIREMENTS

No guarantee is made that Pinal County will approve language provision requests of agreements presented by the Vendor. The County's Professional Services Agreement shall be the main contract document for this project, and the language of the Professional Services Agreement shall supersede any other language.

7. EVALUATION CRITERIA

<u>The evaluation committee will score Responses based on the following criteria not listed in any order of importance. The total number of points allowable under this evaluation is 100 points.</u>

- Previous Experience and Qualifications
  - Provide evidence of experience and qualifications necessary to perform the services outlined in the scope of work
  - Provide a minimum of three (3) projects that are similar to the scope of work, preferably two (2) government projects other than Pinal Couty
  - Provide all relevant certifications for the Vendor and subcontractors

- Proposed Integration with AVEVA and Current 2-wire System
  - Mandatory requirements met to integrate proposed system with the current 2-wire system
  - Describe ability to integrate video VoIP intercom with AVEVA
  - Ability to integrate with current County systems as required, i.e. – AVEVA and the 2-wire system. Describe in detail how you would integrate with each system. Please include the compatibility of video intercoms as well as the integration with the AVEVA door system
  - Project Solutions to include the means and methods of solution
- Proposed Implementation Schedule and Implementation Team
  - Approach to project and outline of the work schedule
  - Roles of the various Vendor staff
  - Vendor staff and installers qualifications
  - Training offered
- Cost Proposal
  - Total cost breakdown of year 1 costs including implementation costs, license cost, hardware costs, training costs, etc. Please provide an itemized breakdown of hardware, software, and services
  - Total cost of subsequent years broke down by year
- Equipment
  - Provide documentation of how your equipment will meet the needs and requirements listed in the scope of work
- Warranty and Support
  - Provide documentation of a minimum 5-year warranty. Describe support tiers and outline what is covered in each tier.

8. RESPONSE FORMAT

Failure to respond in the required format or failure to provide required information may deem your submittal non-responsive.

To facilitate an effective evaluation process, responses must be submitted on 8.5" x 11" paper, with a minimum font size of ten (10), and all pages should be numbered in the following manner: page __ of __ pages with a maximum of one hundred (100) pages. ***<u>All acronyms in the response must be defined.</u>***

Attachments/Exhibits included in this solicitation that require signature and/or are a required document to be returned with your Responses shall be included as an exhibit to your Responses and will not be included in the one hundred (100) page limit. Schedules, if applicable, may be submitted on 11" x 17" sheets and are counted as one page (limit of five pages).

Submittals should be prepared concisely and provide a straightforward description of the Consultant's ability to fulfil the requirements of this Solicitation.

ELECTRONIC SUBMISSION OF OFFERS: Pinal County will only accept electronic bid Responses submitted through the Bonfire Purchasing System. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

The original Offer must be received before the due date and time through an electronic package transmitted through the Bonfire Purchasing System. The Vendor is responsible for ensuring its Response is posted in its entirety by the due date and time outlined in the solicitation document. No allowances will be provided to those Vendors whose submittal is not uploaded prior to the due date and time outlined in the solicitation.

<u>If the submittal arrives late and/or is not uploaded in its entirety, it will not be included in the electronic lockbox</u>.

The Solicitation Opening for RFP270832 will take place <u>VIA GOOGLE MEET</u> on October 13, 2026 @ 2:00PM MST utilizing the video link or call-in information below:

Google Meeting:
Video call link: https://meet.google.com/noh-cafi-zqw

Telephone Call In:
(US) +1 540-999-1808 PIN: 552 382 036#
More phone numbers: https://tel.meet/noh-cafi-zqw?pin=8987636274270

Respondents are NOT required to participate. No in-person entry to our building will be permitted.

To enable the County to conduct a uniform review of the information submitted in response to this Solicitation, Vendors must address the following information, numbered in a manner that directly corresponds with the number of the Table of Contents section of the submitted Response. The County reserves the right to reject submittals that do not follow the required format. Include concise, complete information which will demonstrate that your firm is uniquely qualified to provide the products and services specified in this Solicitation.

ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature in ONE (1) PDF document.

A. Provide response without reference to Pinal County logo or company logo in **one** PDF document
B. Submit response in a format that follows a clearly outlined Table of Contents that identifies all material and attachments that comprise your response by section and by page number. I.e. – Required Documentation section, Evaluation Criteria section, etc. as outlined on the Response Submittal Requirements page
C. One-page Cover Letter. Submit a Cover Letter on official business letterhead that:
    a. Affirms your willingness to comply with all work requirements and other terms and conditions as specified in this Solicitation;
    b. Provides, in brief and concise terms, a summation of your submittal and identifies the points that make your firm uniquely qualified for this project; and
    c. That is signed by an Authorized Representative of your firm who has the authority to commit to the proposed work.
D. Provide documentation that satisfies the Required Document Requirements
E. Provide documentation that satisfies the criteria to be evaluated
F. Provide the completed and signed Cover Sheet
G. Addendum(s) Acknowledgement, if applicable
H. Submission Form
I. Pricing Form
J. Completed W-9
K. Universal Entity Identifier (UEI) Number
L. Additional Attachments, if applicable

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1. **METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the County to award this Solicitation to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no particular order. <u>The total number of points allowable under this evaluation is 100 points.</u>:

    - Previous Experience and Qualifications
    - Proposed Integration with AVEVA, Current 2-wire System, and Video VoIP Intercom
    - Proposed Implementation Schedule and Implementation Team
    - Cost Proposal
    - Equipment
    - Warranty and Support

    A more detailed description of these criteria can be found on Pages 9-10 of this document.

    Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Vendor, risk, and incentives.

    If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Vendors who received the highest scores during the written phase to provide an oral presentation and discussion. The number of Vendors who may be invited to participate in this discussion will be determined by the Evaluation Committee after the written Responses have been scored.

    The County reserves the right to conduct negotiations with Vendors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Vendors. Once an award is made and the contract is finalized, the Solicitation file and the Responses contained therein are public records.

2. **SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the County, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the County during the contract period. Such demonstrations will be provided to the County for evaluation by, and at no cost to, the County. If a demonstration of competency is required, the County will notify the Vendor of such and will specify the deadline for providing the demonstration. The County reserves the right to establish its own procedures for evaluating the Vendors' competencies and abilities. On the basis of these evaluation criteria, the County shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

3. **POST INTENT TO AWARD MEETING:** The Vendor may be required to attend a post intent to award meeting with the County to discuss the terms and conditions of the contract. This meeting will be coordinated by the Purchasing Division once a Notice of Intent to Award has been issued.

4. **COMPLETION OF WORK FROM DATE OF PURCHASE ORDER:** The Vendor shall state in its Response the number of calendar days from the date of the Purchase Order issued by the County in which it will guarantee to complete the work, repair, and/or service. Time for completion may be considered a factor in determining the successful Vendor. The completion date shall not exceed eighteen (18) months after the date of the

Purchase Order. All work shall be performed in accordance with good commercial practice, and the work schedule and completion dates shall be adhered to by the successful Vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the original completion date so that a revised completion date can be negotiated. Should the Vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its Response, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Vendor and to secure the services of another vendor to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Vendor for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Vendor, through an invoice or credit memo, for any additional costs over and beyond the original Response price which were incurred by the County as a result of having to secure the services of another vendor.

5. **ALL-INCLUSIVE PRICING:** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

6. **DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the County's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the County reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

7. **EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE:** The equipment being offered by the Vendor shall be the most recent model available. Any optional components which are required in accordance with the Specifications shall be considered standard equipment for purposes of this Solicitation. Demonstrator's models will not be accepted. An omission of any essential detail from these Specifications does not relieve the Vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State of Arizona, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors, and adjustments, are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

8. **LIMITATION OF OPERATIONS DURING EVENINGS AND WEEKENDS:** No work shall be performed on Saturday, Sunday, Holidays or on any weekdays between the hours of 7:00 p.m. and 7:00 a.m. except when such work is necessary for the proper care and protection of the work already performed or in such cases where critical failure has occurred, and only in those cases where permission to do such work is secured from the County's Project Manager. No overtime work shall be started without prior approval of the County's Project Manager or his/her designated representative.

9. **METHOD OF PAYMENT - PERIODIC INVOICES FOR MILESTONES COMPLETED:** The successful Vendor shall submit an invoice in relation to the Fee Schedule Milestones included in this solicitation to the County's Project Manager. The invoice shall be itemized and reference the appropriate Milestone, Purchase Order number, a detailed explanation of the work that was performed, and, if applicable, the model and serial numbers of each piece of equipment that was placed, serviced and/or repaired by the Vendor in conjunction with the corresponding invoice. The periodic invoices shall not exceed thirty (30) calendar days from the date of the completion of the Milestone. Under no circumstances shall the invoices be submitted to the County in advance of the Milestone being completed.

10. **PERMITS AND FEES PAID BY VENDOR:** The Vendor shall obtain and pay for all permits, licenses and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the County or the Vendor for failure to obtain required permits, licenses, or fees shall be borne by the Vendor.

11. **TRAINING COURSES SHALL BE REQUIRED:** The successful Vendor shall be required to provide a training program to County employees regarding the use of the equipment supplied by the Vendor in conjunction with this Solicitation. Such training, if required, shall be provided within one (1) week after the equipment has been delivered to, and accepted by, the County. The Vendor shall bear all costs associated with this training.

12. **WARRANTY SHALL BE FOR SPECIFIC PERIOD:** In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of five (5) years after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions. The successful Vendor shall supply a copy of its written warranty certificates upon Notice of Award.

13. **DEBRIEFING:** Offeror(s) not selected for award may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon the Final Notice of Award being posted on the Bonfire Purchasing website.

    A debriefing may be scheduled by contacting the Procurement Officer listed on the Cover Sheet of this Solicitation once the Final Notice of Award has been posted.

14. **PROOF OF REGISTRATION WITH THE ARIZONA CORPORATION COMMISSION:** Successful vendors that are corporations or limited liability companies are required to furnish a Certificate of Good Standing from the Arizona Corporate Corporation Commission, as proof that they are properly registered to do business in the State of Arizona, prior to finalization of award.

15. **LOBBYING PROHIBITED:** Vendors are prohibited from directly or indirectly communicating with members of the Board of Supervisors regarding their qualifications or any other matter related to the eventual award of a contract for the goods and/or services requested in this Solicitation. Vendors are prohibited from contacting County employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Vendor's immediate disqualification from the selection process.

    Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent these activities present an actual or a potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

16. **ISRAEL BOYCOTT PROHIBITED:** Pursuant to A.R.S. §35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. §4842 or a regulation issued pursuant to 50 U.S.C. §4842.

17. **USE OF FORCED LABOR OF ETHNIC UYGHURS PROHIBITED:** Pursuant to A.R.S. §35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor

of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation that the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract shall terminate on the contract termination date.

18. **E-VERIFY REQUIREMENTS:** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

19. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the following policies shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Vendor shall not avail itself of such manifestly unintentional error or omission but must have same explained or adjusted by the County's project manager before proceeding with the work in question.

20. **LOCATION OF WORK:** The work described in this Solicitation shall be performed within the Pinal County Detention Center located at 971 Jason Lopez Circle, Bldg. B, Florence, AZ.

21. **LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within 150 miles of Pinal County, Arizona.

22. **SUPERINTENDENT SHALL BE SUPPLIED BY VENDOR:** The successful Vendor shall employ a competent superintendent who shall be the primary representative for the Vendor and all communications provided to, and all decisions made by the superintendent shall be binding to the Vendor. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee, agent, or representative of the County.

23. **ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN PERFORMING SERVICES RENDERED:** Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which are engaged in the business of performing services as described in this Solicitation. Vendor(s) must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interest of the County.

16. **CJIS BACKGROUND CHECK:** Vendor and all subcontractors must submit to a Criminal Justice Information Services (CJIS) Background Check prior to entering the facility. The Vendor shall submit a list of all employees, within two (2) days of Notice of Award or within fourteen (14) days prior to appearance on the work site to

include full name, date of birth, social security number, and driver's license number for background check. Any record indicating felony offenses, questionable character, or that represents a possible security risk shall be just cause for the County to deny a person access to the facility. Final approval of the proposed employees to be used by the Vendor or subcontractor shall be at the sole discretion of the County and shall not be cause for additional payment.

When working within the Pinal County Detention Center, all tools will be checked in and out by the job site Foreman and verified by appointed Sheriff's Office staff or Facilities Maintenance personnel. Workday one, all employees will receive a safety briefing given by a member of the Sheriff's Office staff. Working crew will not, at any time while at the Pinal County Detention Center, interact with inmates and will always follow established safety procedures.

24. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

25. **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Vendor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience, and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

26. **ADDITIONAL SERVICES MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies an exact number of locations where services are to be performed for the County, it is understood and agreed that the County may, during the term of the awarded contract, request additional services for the same or other locations from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor as a condition of contract award.

27. **ACCIDENT PREVENTION:** The Vendor shall be required to take safety precautions in an effort to protect persons and County property. All Vendors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the County's Project Manager.

28. **PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Vendor during the term of the awarded contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor's operation on the property to the satisfaction of the County.

29. **CLEAN UP AFTER PROJECT IS COMPLETED:** All unusable materials and debris shall be removed from the County premises. At completion, the successful Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

30. **INDEMNIFICATION:** <u>Indemnification – General</u>. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, Board of Supervisors, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the County Board of County Supervisors, its officers, agents and employees, from damages resulting from the negligence of the County Board of Supervisors, officials, officers,

directors, agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification for Professional Services. The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the County, Board of Supervisors, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify or hold harmless the County for grossly negligent acts of the County, Board of Supervisors, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Consultant shall, to the extent provided by law, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Consultant shall, to the extent provided by law, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the County, Board of Supervisors, officials, officers, directors, agents and employees, the County shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the County, Board of Supervisors, officials, officers, directors, agents and employees.

31. **FEDERAL STANDARDS COMPLIANCE:** All services to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

32. **VARIATIONS ALLOWED IF INDICATED:** For purposes of Response evaluation, Vendors must indicate any variances to the Specifications, terms, and conditions, and attached Sample Professional Services Agreement no matter how slight. If variations are not stated in the Vendor's Response, it shall be construed that the Response fully complies with the Specifications, terms, and conditions, and attached Sample Professional Services Agreement. Notwithstanding the above, it is hereby agreed and understood that the County reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the Specifications.

33. **EQUAL OPPORTUNITY:** Pinal County intends and expects that the contracting processes of the County and its Providers provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Providers make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, vendors, or otherwise. Accordingly, the Provider shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**.

Pinal County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award. The Provider shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Provider shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.

34. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this Solicitation will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from, make its own payments, and issue its own exemption certifications as required by the Vendor. It is understood and agreed that Pinal County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this Solicitation.

35. **COOPERATIVE PURCHASE BY OTHER ARIZONA GOVERNMENTAL AGENCIES:** This term shall address those contracts which are under cooperative purchasing agreements with other Arizona government agencies in order to conserve resources, reduce overhead and purchase costs and improve delivery time, i.e.- SAVE, Mojave, etc. 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. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimate additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

36. **CONFIDENTIALITY:** Responses to this Solicitation are considered to be confidential documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Request for Proposals, Statement of Qualifications or Request for Quotes that are not cost driven, will be the names of the Respondents. Only after staff has made an official recommendation of award and a contract is fully executed will Responses to this Solicitation be available as public record.

    In consideration of Invitation for Bids or for Request for Quotes that are cost driven, the only information that will be released is the names of the Respondents, the total cost of the bids, and the apparent responsible, responsive vendor. Only after County staff makes an official recommendation of award and a contract is fully executed will Responses to this Bid be available as public record.

    Responses submitted to the County for consideration shall be subject to the Arizona Public Records Law, after award is made. Any confidential information in the Vendor's Response shall be identified by the Vendor as such. Should the County receive a request for the release of any information in the Vendor's Response identified as confidential in accordance with Arizona public records law, the County will notify the Vendor of the request and will exercise best efforts in assisting the Vendor in taking all legally available steps to resist or narrow such request. If, in the opinion of County's legal counsel, the County is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the County may disclose such information without liability.

37. **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from County employment), or for any employee or former employee (within six months of termination from County employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

    It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any Pinal County employee, the proposal shall be disqualified and shall not be reinstated.

38. **BUDGET:** Will not be disclosed.

39. **DEBARMENT:** By submitting this bid/proposal, the bidder/proposer warrants and certifies that he/she is currently in good standing with SAM.gov and is eligible to submit a bid/proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department.

40. **LOGOS:** The County logo is trademarked and property solely of Pinal County. Vendors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark. Pinal County prefers Vendor does not utilize its trademark so as to not influence an evaluator's evaluation.

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1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” and/or “Responses”) made to Pinal County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited to, Invitation to Bid, Invitation for Bid, Request for Proposals, Statement for Qualifications, and Request for Quotations (hereinafter referred to as “Solicitations”).

2. **CONTENTS OF OFFER**

2.1 General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

2.1.1 Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Vendor.

2.1.2 Vendors are advised that all County contracts are subject to all legal requirements contained in the Pinal County Procurement Code, Purchasing policies, and state and federal statutes. When conflicts between the Solicitation and these requirements occur, the highest authority shall prevail.

2.1.3 Vendors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.

2.1.4 Pinal County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to race, color, religion, sex, gender identification, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract.

2.1.5 All Offers and other materials submitted in response to this Solicitation shall become the property of the County and are a matter of public record. Vendors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under Arizona Public Records Law.

Any Vendor claiming an exemption must identify the specific provision of the Arizona Public Records Law(s) that provides an exemption from disclosure for each item that the Vendor claims is not subject to disclosure and must submit an additional original copy of the Response with each exempt item clearly redacted. Any Vendor claiming an exemption must also state in its Response that the Vendor agrees to defend, indemnify, and hold harmless the County and its officers and employees from any action brought against the County for its refusal to disclose any purportedly exempt material, trade secrets, and/or other proprietary information to any party making a request therefore.

Any Vendor who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Arizona Public Records Laws.

2.2 Clarification and Modifications in Terms and Conditions

2.2.1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions, and/or the specifications outlined in this Solicitation, the specifications shall prevail first and the Special Terms and Conditions shall prevail second.

2.2.2 If any Vendor contemplating the submission of an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the County's Purchasing Manager or their designee as outlined on the Cover Sheet. The Vendor submitting the request shall be responsible for ensuring that the request is received by the County's Procurement Officer through the Bonfire Purchasing System by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation shall be made by the County's Purchasing Manager or their designee. The County shall not be responsible for interpretations offered by other employees of the County.

The County shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Bonfire Purchasing System web site (https://www.pinalcountyaz.bonfirehub.com). Vendors are responsible for either revisiting this website prior to the due date or contacting the Purchasing Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.3 Prices Contained in Offer-Discounts, Taxes, Collusion

2.3.1 Vendors may offer a cash discount for prompt payment. Discounts may be considered in determining the lowest net cost for the evaluation of Offers; however, discounts for periods of less than twenty (20) days will not be considered in making the award. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty (30) days effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to have been made on the date of the mailing of the check.

2.3.2 The County is subject to Arizona Transaction Privilege Tax (TPT) and local sales/use taxes, as set forth in the contract terms and conditions. Taxes shall be identified as separate items by amount or by rate, as applicable, in the offer. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence.

2.3.3 The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with the County. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

3.1 Preparation

3.1.1 Pinal County shall not be responsible for any expenses incurred by any Vendor in preparing and submitting its Offer.

3.1.2 The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.

3.1.3 Offers must contain, in blue ink, a physical signature of an authorized agent of the Vendor or a verifiable electronic time and date stamped signature in the space provided on the Solicitation Cover Sheet. **Typed names as signatures are not allowed.** The original Cover Sheet of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to appropriately sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.

3.1.4 Prices shall be provided by the Vendor on the Solicitation's Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

3.1.5 Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.

3.1.6 The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

3.2 Submission

3.2.1 The Offer shall be submitted via the Bonfire Purchasing System with the Vendor's name, the solicitation number, and the solicitation title. When required in conjunction with the prescribed method of award, the County's Pricing Form must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County. No other form shall be accepted.

3.2.2 Offers submitted via mail or email will not be accepted unless expressly permitted in the solicitation.

3.2.3 Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The County reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

3.3 **Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter the electronic lockbox and will be deemed as non-responsive.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

4.1. **Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County's Purchasing Division must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

4.2. **Withdrawal of Offers**

4.2.1 Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

4.2.2 In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety (90) calendar days after opening. If an Offer is withdrawn by the Vendor during this ninety (90) -day period, the County may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six-month period following the withdrawal.

5. REJECTION OF OFFERS

5.1. **Rejection of Offers.** The County may, at its sole and absolute discretion:

5.1.1 Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;

5.1.2 Re-advertise this Solicitation;

5.1.3 Postpone or cancel the process;

5.1.4 Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or

5.1.5 Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

5.2 **Rejection of a Particular Offer.** The County may reject an offer under any of the following conditions:

5.2.1 The Vendor misstates or conceals any material fact in its Offer;

5.2.2 The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;

5.2.3 The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions and/or specifications;

5.2.4 The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or specifications; or

5.2.5 The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

5.3 Elimination from Consideration

5.3.1 To ensure fair consideration for all Vendors, the County prohibits communication initiated by a Vendor or on a Vendor's behalf regarding the Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County prohibits communications initiated by a Vendor or on a Vendor's behalf to or with any County official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Vendor shall be grounds for eliminating the offending Vendor from consideration for award.

5.3.2 An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.

5.3.3 An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.

6. AWARD OF CONTRACT. Pinal County and the successful Vendor shall execute the County's Professional Services Agreement (see Attachment A) to consummate a contract between the parties. This Solicitation and the Vendor's Offer shall be attached and incorporated as part of that contract.

7. CONTRACTUAL OBLIGATIONS

7.1 Local, State, and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

7.2 Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the County.

7.3 Employees.

7.3.1 All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not employees, agents, or representatives of the County. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. Per the County's requirements regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products, drugs, alcohol, or possess firearms when performing work on County property.

7.4 Workers' Compensation Insurance. Each Vendor and subcontractor shall maintain at his own expense until completion of their work and acceptance thereof by the County, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Vendor or subcontractor in accordance with the provisions of the laws of the State of Arizona. Upon receipt of a Notice of Intent to Award, the Vendor shall furnish the County with a certificate providing evidence that they are covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten (10) days' prior notice to the County in writing.

7.5 Delivery. Prices, quotes, and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest responsive Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County has the option to charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest responsive Vendor, as well as any costs associated with any re-solicitation effort.

7.6 Material or Service Priced Incorrectly. As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material(s) or service(s) were priced incorrectly, Vendor(s) shall promptly refund all overpayments and pay all reasonable audit expenses incurred resulting from the non-compliance.

8. CONTRACT MODIFICATIONS. Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through an Amendment and executed by authorized agents of the County and the Vendor prior to the enactment of such modifications.

9. TERMINATION OF CONTRACT

9.1 Failure to perform. The County may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.

9.2 Reasons other than cause. The County may cancel the contract upon thirty (30) days' written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

REQUEST FOR PROPOSAL #270832
FEE SCHEDULE

DESCRIPTION	% RATE	COST
1. Milestone One: After planning to procure product & materials	25%	$_______________
2. Milestone Two: System Migration	15%	$_______________
3. Milestone Three: Install Remaining Network Equipment	15%	$_______________
4. Milestone's Four: 200 VoIP Intercoms installed and verified	5%	$_______________
5. Milestone's Five: 200 VoIP Intercoms installed and verified	5%	$_______________
6. Milestone's Six: 200 VoIP Intercoms installed and verified	5%	$_______________
7. Milestone's Seven: 200 VoIP Intercoms installed and verified	5%	$_______________
8. Milestone's Eight: Remaining VoIP Intercoms installed and verified	5%	$_______________
9. Milestone Nine: Upon Final Acceptance	20%	$_______________
	TOTAL PROJECT COST:	$_______________

PINAL COUNTY
WIDE OPEN OPPORTUNITY

REQUEST FOR PROPOSAL #270832
VENDOR INFORMATION FORM

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1. VENDOR

a. Legal Name of Company ______________________________

b. Business Name or DBA (if different) ______________________________

2. LOCAL ARIZONA ADDRESS (IF APPLICABLE)

a. Street Address ______________________________

b. City/State/Zip ______________________________

3. ORDER ADDRESS

a. Street Address ______________________________

b. City/State/Zip ______________________________

c. Online (website) ______________________________

4. PAYMENT ADDRESS

a. Street Address ______________________________

b. City/State/Zip ______________________________

5. CONTACT INFORMATION - GENERAL

a. Name/Title ______________________________

b. Telephone Number: (_______) ______________________________

c. Toll Free Number: (_______) ______________________________

d. Fax Number: (_______) ______________________________

e. Email Address: ______________________________

CONTACT INFORMATION - ACCOUNTING

a. Name/Title ______________________________

b. Telephone Number: (_______) ______________________________

c. Toll Free Number: (_______) ______________________________

d. Fax Number: (_______) ______________________________

e. Email Address: ______________________________

CONTACT INFORMATION - SALES

a. Name/Title ______________________________

b. Telephone Number: (_______) ______________________________

c. Toll Free Number: (_______) ______________________________

d. Fax Number: (_______) ______________________________

e. Email Address: ______________________________

CONTACT INFORMATION – MAIN CONTACT PERSON

a. Name/Title ______________________________

b. Telephone Number: (_______) ______________________________

c. Toll Free Number: (_______) ______________________________

d. Fax Number: (_______) ______________________________

e. Email Address: ______________________________

CONTACT INFORMATION - LEGAL

a. Name/Title ______________________________

b. Telephone Number: (_______) ______________________________

c. Toll Free Number: (_______) ______________________________

d. Fax Number: (_______) ______________________________

e. Email Address: ______________________________

6. **TAXPAYER IDENTIFICATION NUMBER** ______________________________

7. **OWNERSHIP STATUS** (check all that apply)

_____ Corporation
_____ Governmental Agency
_____ Individual
_____ Non-Profit
_____ Partnership
_____ Sole Proprietorship
_____ Other ____________

8. **PRIMARY BUSINESS CLASSIFICATION**

_____ Broker
_____ Distributor
_____ Jobber
_____ Manufacturer
_____ Prime Contractor (trades)
_____ Retailer
_____ Service Provider
_____ Subcontractor (trades)
_____ Wholesaler
_____ Other _____________

9. **OFFICERS, OWNERS, PARTNERS**

Name/Title ______________________________

Name/Title ______________________________

Name/Title ______________________________

10. **COMPANY PROFILE**

a. Date Firm Was Established ______________________________

b. Under the Laws of What State ______________________________

c. Number of Employees ______________________________

d. Approximate Yearly Sales Volume ______________________________

11. **PRIMARY PLACE OF BUSINESS**

_____ Home
_____ Office Building
_____ Office Complex
_____ Office/Warehouse
_____ Warehouse
_____ Other ____________

12. **STAFF EXPERIENCE** (key members of your company's staff who will be assigned to this project)

a. Name/Position ______________________ Year Hired ______________________

Years in Present Position ________________ Years of Industry Experience________________

b. Name/Position ______________________ Year Hired ______________________

Years in Present Position ________________ Years of Industry Experience________________

c. Name/Position ________________________________ Year Hired ____

Years in Present Position ________________________ Years of Industry Experience___________________________

d. Name/Position ________________________________ Year Hired ____

Years in Present Position ________________________ Years of Industry Experience___________________________

e. Name/Position ________________________________ Year Hired ____

Years in Present Position ________________________ Years of Industry Experience___________________________

13. **REFERENCES** (customers similar to Pinal County to whom services similar in size and scope have been provided)

a. Company Name _______________________________ Contact/Title ____

Address _____________________________________ City/State /Zip _______________________________________

Telephone (_______) __________________________ Email ____

b. Company Name _______________________________ Contact/Title ____

Address _____________________________________ City/State /Zip _______________________________________

Telephone (_______) __________________________ Email ____

c. Company Name _______________________________ Contact/Title ____

Address _____________________________________ City/State /Zip _______________________________________

Telephone (_______) __________________________ Email ____

d. Company Name _______________________________ Contact/Title ____

Address _____________________________________ City/State /Zip _______________________________________

Telephone (_______) __________________________ Email ____

e. Company Name _______________________________ Contact/Title ____

Address _____________________________________ City/State /Zip _______________________________________

Telephone (_______) __________________________ Email ____

14. **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?

____ Yes _____ No

15. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?

____ Yes _____ No

16. **PURCHASE ORDERS.** Do you accept purchase orders?

____ Yes _____ No

17. **CREDIT CARDS.** Do you accept credit cards?

_____ Yes _____ No

18. **INFORMATION** (if you answer "yes" to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).

a. In the past five years, has there been any change in ownership of your company?

____ Yes _____ No (if "yes," attach explanation labeled 18a)

b. In the past five years, has your firm operated under any other name?

____ Yes _____ No (if "yes," attach explanation labeled 18b)

c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?

____ Yes _____ No (if "yes," attach explanation labeled 18c)

d. In the past five years, has your firm been in bankruptcy?

____ Yes _____ No (if "yes," attach explanation labeled 18d)

e. In the past five years, has your firm been assessed and paid liquidated damages?

____ Yes _____ No (if "yes," attach explanation labeled 18e)

f. In the past five years, has your firm, or any firm with which your company's officers, owners or partners are associated, been barred, disqualified, removed, or otherwise prevented from bidding on, or competing for any government project for any reason?

____ Yes _____ No (if "yes," attach explanation labeled 18f)

g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

____ Yes _____ No (if "yes," attach explanation labeled 18g)

h. In the past five years, has any claim against your firm concerning your firm's work on a project been filed in court or arbitration?

____ Yes _____ No (if "yes," attach explanation labeled 18h)

i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

____ Yes _____ No (if "yes," attach explanation labeled 18i)

j. Has your firm, or any of its officers, owners, or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

____ Yes _____ No (if "yes," attach explanation labeled 18j)

k. Has your firm, or any of its officers, owners, or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?

____ Yes _____ No (if "yes," attach explanation labeled 18k)

l. Has your firm, or any of its officers, owners, or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

____ Yes _____ No (if "yes," attach explanation labeled 18l)

m. In the past five years, has any surety company made any payments on your firm's behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf?

____ Yes _____ No (if "yes," attach explanation labeled 18m)

n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?

____ Yes _____ No (if "yes," attach explanation labeled 18n)

o. Have you ever had insurance terminated by a carrier?

____ Yes _____ No (if "yes," attach explanation labeled 18o)

p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?

____ Yes _____ No (if "yes," attach explanation labeled 18p)

q In the past five years, has OSHA cited and assessed penalties against your firm?

____ Yes _____ No (if "yes," attach explanation labeled 18q)

19. **Licenses.** Does your company have current and valid licenses for the services being requested? Please provide copies.

____ Yes _____ No (if "yes," attach licenses labeled 18)

20. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the vendor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the vendor's Response.

a. Printed Name: ____

b. Printed Title: ____

c. Firm Name: ____

d. Address: ____

e. City, State, Zip: ____

f. Telephone: ____

g. Fax: ____

h. E-mail: ____

Authorized Representative's Signature ____

Attach all requested exhibit items to the end of this document and clearly label each exhibit with the corresponding question number.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PROPRIETARY / CONFIDENTIALITY STATEMENT

'I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by Arizona Public Records Laws, A.R.S, § 39-121 et seq., as amended, and that:

_____ None of this submittal is considered proprietary and/or confidential

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Arizona Public Records Law/ Government Code). ***A clearly identified redacted soft copy of the original Response is required if this section is selected***.

Page:	Code:	Reason:
________	______________	____
________	______________	____
________	______________	____
________	______________	____
________	______________	____

General reference to Freedom of Information Act (FOIA) or the Arizona Public Records Laws A.R.S. §§ 39-121 through 39-161 is not sufficient justification. The County has the final discretion in determining whether information is subject to disclosure under Arizona Public Records Laws.

I/We acknowledge that the above statements may be subject to legal review and challenge.

Signature below indicates that Applicant has read all the information provided above and agrees to comply in full. This form is considered a section of the Request for Proposal, RFP270832 and therefore, this signed document shall be considered and fully submitted with the original package.

____
Authorized Representative's Signature

____
Date

____
Printed Name

____
Title

____
Company Name

PINAL COUNTY
WIDE OPEN OPPORTUNITY

REQUEST FOR PROPOSAL #270832
NO BID STATEMENT

COMPLETE ONLY IF NOT SUBMITTING A PROPOSAL

Pinal County values your input. Your input assists us in building competitive solicitations and ensuring our solicitations are cutting edge and relevant. Please spend a few minutes to complete this form and return to the Purchasing Division.

Please send to: Pinal County
Traci L. Gorman, CPPO, CPPB
RFP270832; Pinal County Adult Detention Center Intercom System Replacement
Traci.Gorman@pinal.gov

Specifications too "strict" (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

____
____

Specifications are unclear. Please explain.

____
____

Other. Please explain in detail.

____
____

☐ We are unable to meet specifications
☐ Insufficient time to respond to the solicitation
☐ Our schedule would not permit us to perform within the required time
☐ We are unable to meet insurance and/or bonding requirements
☐ We do not offer this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: ____________________________________ Fax: ______________

Address: ______________________________ City/State/Zip: __________________

Contact Person: _____________________________ Title: ____________________

Email: ___________________________________ Phone: ___________________

Authorized Representative's Signature: ______________________________ Date: ________

Printed Name: ______________________________ Title: _____________________

Email: ____________________________________ Phone: ___________________

PINAL COUNTY
WIDE OPEN OPPORTUNITY

REQUEST FOR PROPOSAL #270832
SUBMISSION FORM

ELECTRONIC SUBMISSION OF OFFERS: Pinal County will only accept electronic bid Responses submitted through the Bonfire Purchasing system.

The original Offer must be received before the due date and time through an electronic package transmitted through the Bonfire Purchasing system. The Vendor is responsible for ensuring its Response is posted in its entirety by the due date and time outlined in the solicitation document. No allowances will be provided to those Vendors whose submittal is not uploaded prior to the due date and time outlined in the solicitation.

<u>If the submittal arrives late and/or is not uploaded in its entirety, it will not be included in the electronic lockbox</u>.

<u>ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature</u>

Vendor shall check (✓) to confirm that the following documentation has been submitted:

___ Signed Cover Sheet from this Solicitation
___ Vendor Information Form
___ Proprietary / Confidential Statement
___ Signed copies of any addenda issued regarding this Solicitation
___ W9 Documentation / Universal Entity Identifier (UEI) Number
___ Exhibit 1, 2, 3, and 4
___ Pricing Form

Does your offer comply with all of the **<u>terms and conditions</u>** of this solicitation and the attached Agreement?

☐ Yes ☐ No If not, indicate exceptions on Exhibit 1.

Does your offer meet or exceed all of the **<u>specifications</u>** of this solicitation and the attached Agreement?

☐ Yes ☐ No If not, indicate exceptions on Exhibit 1.

Vendor's response to the following question will not be considered in awarding this Solicitation.

Pinal County actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor, unless it is a SAVE cooperative. It is understood and agreed that Pinal County would not be a legally binding party to any contractual agreement made between any other agency and the Vendor as a result of this Solicitation.

May other units of government avail themselves of this contract and purchase any and all items specified.

☐ Yes ☐ No

EXHIBIT 1: EXCEPTIONS

Print the words "no exceptions" (here) ___________________________ if there are no exceptions taken to any of the terms, conditions, or specifications of these Response documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the Response document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your Response.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of Responses. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their Response determined unacceptable.

Company Name: ____

Address: ____
(County, State and Zip Code)

Federal Tax ID#: _________________________________

PHONE: ___________________________________

FAX: ___________________________________

E-MAIL ADDRESS: ________________________________

Authorized Signature: __________________________Date: ________________

Printed Name/Title: ____

EXHIBIT 2: RESTRICTIONS ON LOBBYING CERTIFICATION

Vendor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure to file.

I DO CERTIFY ☐ **I DO NOT CERTIFY** ☐

Proposer: ______________________________

Signature: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT 3: NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of ______________________________ (proposing entity) having the authority to sign on behalf of the corporation, and,

2. That the prices in the attached Response were arrived at independently by _________________________ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB/SOQ designed to limit independent Responses or competition; and

3. That unless otherwise required by law, the contents and prices contained in the Response have not been communicated by _______________________________________(proposing entity) or its employees or agents to any person not an employee or agent of __________________________(proposing entity), or its surety on any bond furnished with the Response, and will not be communicated to any such person prior to the official opening of the Response; and,

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

I DO CERTIFY ☐ **I DO NOT CERTIFY** ☐

Proposer: ____

Signature: ____

Title: ____

Date: ____

EXHIBIT 4: MINIMUM INSURANCE REQUIREMENTS

For this contract, should the Vendor receive a Notice of Intent to Award from Pinal County, the following provisions for insurance shall apply:

The Vendor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Vendor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.

The Vendor shall procure and maintain, during the life of this Agreement, for itself and any subconsultants, the minimum insurance coverages listed in Attachment A. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Vendor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Vendor requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Vendor.

1. The Certificate of Insurance provided by the Vendor shall be completed by the Vendor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County fourteen (14) days prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to or may be emailed to PURCOI@pinal.gov:

   Pinal County
   Attn: Purchasing Division
   PO Box 1348
   Florence, Arizona 85132

2. It is the affirmative obligation of the Vendor to notify the County's Purchasing Division, as provided in this Agreement, including e-mailing (PURCOI@pinal.gov) a copy of the notice to the Purchasing Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

3. Failure on the part of the Vendor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Vendor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Vendor from the County.

4. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto when required.

5. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars ($387,000) per person, and One Million Ninety-Three Thousand Dollars ($1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Phoenix-Tucson, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Arizona Governmental Immunity Act, A.R.S. §12-820.01, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

Pinal County must be included on the General Liability insurance as an additional insured. Certificates of Insurance must be submitted before commencing work and provide 30 days' notice prior to any cancellation.

It shall be the responsibility of the Vendor to ensure that all sub-Vendors carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to appropriate department prior to the inception of any work by sub-Vendor.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

____
(Name of Company)

____
(Signature) (Date)

INSURANCE REQUIREMENTS

SOLICITATION NUMBER: RFP270832
TITLE OF SOLICITATION: Pinal County Adult Detention Center Intercom System Replacement

Insurance items checked below have been identified as necessary requirements for this Vendor per the desired scope of work.

PINAL COUNTY SHALL BE NAMED AS ADDITIONAL INSURED ON ALL RELEVANT POLICIES.

Insurance Item:	**Required**	**Waived**
Vendor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section and per **EXHIBIT 4** at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the County.	X	
Workers' Compensation: Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Vendor or Subcontractor employees acting within the course and scope of their employment.	X	
Commercial General Liability: Commercial general liability insurance covering premises operations, fire damage, independent Vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $2,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 damage to premises rented to you – any one premises.	X	
Automobile Liability: Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.	X	
Subrogation Waiver: All insurance policies secured or maintained by Vendor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, its agencies, institutions, organizations, officers, agents, employees, and volunteers.	X	
Garagekeepers Coverage: Garagekeepers coverage for loss to vehicles in the Vendors custody for servicing or storage with a minimum limit of $500,000 for each loss.		X
Umbrella Liability Insurance: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Vendor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: $1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County.	X	
Protected Information: If Vendor's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Vendor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than $1,000,000 each occurrence; and $2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County.		X
Pollution Liability: If Vendor's scope of work includes any pollution liability exposure, Vendor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than $1,000,000 each occurrence and aggregate.		X
Professional Liability/Malpractice Insurance: Professionals to include: physicians, nurses, psychologists, social workers, etc. If Vendor's scope of work includes the performance of professional services, Vendor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $1,000,000 general aggregate. Policy shall include coverage for bodily injury and sexual misconduct claims.		X
Professional Liability Insurance: Professionals to include: Architects, Engineers, Construction Managers. If Vendor's scope of work includes the performance of professional services, Vendor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $1,000,000 general aggregate.		X
Professional Liability Insurance (Errors and Omissions): Miscellaneous professions to include: IT Consultants/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc. If Vendor's scope of work includes the performance of professional services, Vendor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $1,000,000 general aggregate.		X
Crime Insurance: If Vendor's scope of work includes Vendor or Vendor's employees' involvement with money or securities of County, Vendor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Vendor, in an amount of not less than $1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee		X
Builders Risk: The Vendor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Vendor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement.		X

The Sample Professional Services Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Vendor to provide any exceptions to this Solicitation and/or Sample Professional Services Agreement with its response for evaluation by Pinal County. It is the responsibility of the Vendor to provide the Solicitation and Sample Professional Services Agreement to their Legal Counsel for review and notation of any exceptions prior to submitting a proposal.

Following the determination of award, Pinal County and the successful Vendor will execute this document to consummate a contract between the parties. The Solicitation and the Vendor's Offer will be attached and incorporated as part of the contract.

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Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

– –

Employer identification number

–

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.