

1.0 **ADMINISTRATIVE INFORMATION FOR INVITATIONS FOR BID (IFB):**

1.1 **INCORPORATION OF BID INTO THE CONTRACT:**

The contents of the Invitation for Bids and the selected Respondent's Bid shall be incorporated into the Contract.

1.2 **PROCUREMENT AUTHORITY:**

The Maricopa County Procurement Code ("the Code") governs all procurements and is incorporated by this reference. Any protest on an Invitation for Bids must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

1.3 **REJECTION OF BIDS:**

Maricopa County reserves the right to reject any and all bids received in response to an Invitation for Bids as determined to be in the best interests of the County.

1.4 **ADDENDA TO SOLICITATION:**

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to the Invitation for Bids. All Addenda issued will be located at www.maricopa.gov/2190/solicitation on www.bidsync.com under the solicitation.

1.5 **PROVISIONS OF BID DOCUMENTS:**

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

1.6 **REFERENCES:**

Respondents must provide at least five (5) reference accounts to which they are presently providing like service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

1.7 **INCURRING COSTS:**

Maricopa County is not responsible for any cost incurred in preparing a bid.

1.8 **PUBLIC RECORD:**

All information submitted relating to any Invitation for Bids, except for proprietary information, shall become part of the public record, in accordance with Arizona Revised Statutes §39.121.

1.9 **CONTRACT REPRESENTATIVES:**

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

1.10 **COMPLIANCE WITH SPECIFICATIONS:**

The fact that a manufacturer chooses not to produce Materials to meet the Specifications will not be considered sufficient cause to adjudge the Specifications as restrictive. Respondents shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of

equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, Respondents shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid. Respondents shall provide manufacturer literature or data to support submittal of Materials Respondent believes to be of equal or greater quality and functionality of specified Materials.

1.11 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

1.12 PROMPT PAYMENT DISCOUNT:

Respondents are required to pick one of the standard payment terms the County utilizes (see Attachment A, of the Request for Proposal). Failure to indicate a term will result in the County applying Net 30 days as Respondent's terms.

1.13 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County OPS Web Site at <http://www.maricopa.gov/634/Doing-BusinessVendor-Registration>.

1.14 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the materials bid shall be the sole responsibility of the County and shall be based on information furnished by the Respondent or

identified in their bid, as well as, other information reasonably available to the County. The Board reserves the right to make award on the basis of accepting the lowest bid on the materials conforming to the bid specification, to waive any informalities in the bid, or to reject all bids.

1.15 AWARD OF CONTRACT:

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

1.16 BID ACCEPTANCE TIME:

All bid prices shall be held firm for a minimum period of one hundred and fifty (150) days after bid opening.