



NAVAJO COUNTY
NOTICE OF INVITATION FOR BIDS
IFB NO. F15-01-16

Navajo County is seeking qualified bids for Mortuary, Body Storage and Body Transportation Services

The Navajo County Board of Supervisors is seeking bids from qualified companies to provide mortuary services including exam facilities, body cold storage and transportation services. The contract period is for three years with two one-year renewal periods.

Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late bids shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office.

Bids must be submitted in a sealed envelope. The **IFB number** and the **bidder's name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate IFB number, name and address on the outside of the proposal package or envelope may be cause for the bid to be deemed invalid. All bids must be completed in ink or typewritten. Questions must be addressed to the Purchasing Agent listed below.

IFB NUMBER: F15-01-16

IFB DUE DATE: FEBRUARY 19, 2015 3:00 P.M. LOCAL AZ TIME
PUBLIC OPENING DATE: FEBRUARY 19, 2015 3:15 P.M. LOCAL AZ TIME
SUBMITTAL LOCATION: Clerk of the Board of Supervisor's Office
100 East Code Talkers Drive
Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO: Mary Springer, Purchasing Agent
(928) 524-4046
Mary.springer@navajocountyaz.gov

HTN 1/21/15 & 1/28/15

MJS
ISSUE DATE: 01/16/15

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SCOPE OF WORK

Introduction

Navajo County Health District is responsible for medical examiner services which include transportation, cold storage, and use of a facility to perform examinations. Below are the minimum requirements included in the scope of work. The contract will be for a three-year term.

Any firm wishing to submit a bid for these services must provide a copy of their current Arizona State license per Arizona Revised Statute 32-1321. Include this in your bid package submittal. In addition, firms must be able to document that they have held their current license to operate for at minimum one year.

SCOPE OF WORK

The scope of work for the project includes:

1. An examination room large enough to allow the medical examiner adequate space to conduct his examination in a comfortable environment. This typically would include three (3) feet of clearance on three (3) sides (head and both sides) of the autopsy table. This room must also be able to comfortably allow not only the autopsy table and medical examiner but up to two (2) additional investigative personnel as well.
2. Overhead lighting allowing sufficient light to comfortably complete the examination. It is recommended the lighting be overhead "track" lighting with a minimum of five high intensity lamps over each autopsy table.
3. Recommended one overhead, flexible lamp with a high intensity bulb for close inspection.
4. A minimum of ONE (1) sturdy autopsy table.
5. Hot and cold running water available in the autopsy room.
6. One (1) table or bench for the medical examiner to place his tools with the minimum recommended dimensions being 32" high by 36" long by 24" wide. It is also recommended this table be stainless steel.
7. Sufficient clean, dry, bath-sized towels for each body to be examined.
8. Sufficient staff to assist in positioning the body on the autopsy table. Staff should insure the availability of the examination room between the following hours (8:00 a.m. to 5:00 p.m.) The Medical Examiner Office will attempt to notify a mortuary at least 8 hours prior to any examination.
9. Adequate heating and air conditioning to maintain the examination room at a comfortable temperature while the medical examiner is working.

10. Adequate onsite cold storage to store multiple bodies.
11. Adequate onsite security measures to address the proper chain of custody and evidence security concerns.
12. Transportation of body
 - a. Transport body from site of death to mortuary and hold in cold storage until notified by Navajo County Medical Examiner's Office
 - i. Transportation Minimum Requirements
 1. Vehicle that can facilitate the transport of bodies on gurneys, capacity to fit 2 gurneys side by side
 2. Locking mechanism to keep gurney(s) secure
 3. Provide storage fee and examination fee.
 - b. Transportation of body to medical examiner facilities
 - i. Provide mileage fee from cities and towns within Navajo County to Tucson Forensic Science Center or to the Coconino Medical Examiner Office facility
13. If the mortuary uses their own body bag in a removal, the Medical Examiner will replace that bag from their own stock.
14. The contracted mortuary that is providing these storage and examination services may not necessarily be the mortuary handling the funeral arrangements.
15. In order to properly provide services within the boundaries of Navajo County, the County reserves the right to make multiple contract awards.

INSTRUCTIONS TO OFFERORS

1. **BID FORMAT: Original and 2 copies (3 total) of each** should be submitted on the forms and in the format specified in the IFB. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the IFB. **The sections of the submittal should be tabbed.** The County will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may be reason for a bid to be deemed non-responsive and not considered.
2. **PREPARATION OF BIDS:**
 - A. All Bids shall be on the forms provided in this Invitation for Bids package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
 - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal. Bid will be deemed non-responsive and rejected if offer page is not signed.
 - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all Offerors to examine the entire Invitation for Bids package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a bid confers no right of withdrawal after due time and date.
3. **WHERE TO SUBMIT BIDS:** In order to be considered, the Offeror must complete and submit their Bid to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Invitation for Bids page. The Offeror's bid shall be presented in a sealed envelope. The words "SEALED BID" with SERVICE DESCRIPTION, IFB NUMBER, DATE AND TIME OF BID OPENING shall be written on the envelope.
4. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
5. **INQUIRIES:** Any question related to an Invitation for Bids shall be in writing and directed to the Procurement Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bids number, page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Invitation for Bids amendment will be binding.
6. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

7. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Invitation for Bids, the County reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) May make multiple awards
 - (3) Reject any or all proposals, or portions thereof; or
 - (4) Reissue the Invitation for Bids.
8. A response to any Invitation for Bids is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Invitation for Bids. Proposals do not become contracts unless and until they are executed by the Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Invitation for Bids, unless any of the terms and conditions are modified by a Invitation for Bids amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.
9. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
10. **LATE PROPOSALS:** Late proposals shall not be considered.
11. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.
12. **AMENDMENT OF INVITATION FOR BIDS:** The Offeror shall acknowledge receipt of a Invitation for Bids amendment by signing and returning the document by the specified due time and date.
13. **SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Offeror's proposal.
14. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
15. **SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
16. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

17. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Invitation for Bids is an offer to contract with the County based upon the contract provisions contained in the County's Invitation for Bids, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Invitation for Bids cannot be modified without the express written approval of the Manager or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the County's Invitation for Bids shall prevail.
18. **PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and available for review after contract award.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE

The Contractor Agrees to:

Obtain insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force throughout the life of the Contract. The Contractor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the Work. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.

Provide and maintain minimum insurance coverage as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation	Statute
Professional Liability in the amount of \$1,000,000 per incident/ Commercial General Liability	\$1,000,000 aggregate \$1,000,000 Bodily Injury and property damage
Insurance including: (a) Products & Completed Operations (b) Blanket Contractual (c) Explosion, Collapse & Underground Hazard	Combined Single Limit
Automobile Liability Insurance including: (a) Non-owned (b) Leased (c) Hired Vehicles	\$1,000,000 Bodily Injury and property damage Combined Single Limit
If applicable: Builder's Risk Insurance including: Fire, Extended Coverage, Vandalism and Malicious Mischief, and Theft.	Contract Value (Less site preparation)

2. **AMENDMENTS:** Amendments may be obtained during regular business hours at the Navajo County Procurement Office at: 100 East Code Talkers Drive, Holbrook, Arizona 86025. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

3. ELIGIBILITY FOR COOPERATIVE PURCHASING

The offeror shall indicate on the price page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency has

entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

4. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT

- a. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- c. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- d. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:

In the opinion of the County, contractor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, contractor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records

of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
5. **INDEPENDENT CONTRACTOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

6. **AFFIRMATIVE ACTION:** Contractor agrees to abide by the applicable provisions of the County. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
7. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
8. **PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
9. **DUPLEXED/RECYCLED PAPER:** The Contractor shall ensure that, when practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

10. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
11. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
12. **GRATUITIES:** The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
13. **APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
14. **CONTRACT:** The contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Contractor in response to the Invitation for Bids. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Bids. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
15. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
16. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Contractor.
17. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
18. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.

- 19. PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.
- 20. INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 21. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 22. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 23. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Invitation for Bids shall be received at the Procurement Office before the Invitation for Bids opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Invitation for Bids or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.

25. WARRANTIES: Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

26. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Contractor's work or services. Contractor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.

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

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

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

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

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

31. FORCE MAJEURE:

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

B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby

invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

32. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
33. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.
34. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
35. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
36. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
37. **LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.
38. **PAYMENT:** Payments shall be collected by the supplier from the customer at time of transaction. County shall not be responsible for making any payments to supplier for any portion of the process of system.
39. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
40. **COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
41. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

42. SUBSEQUENT EMPLOYMENT: The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.

43. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"County"	Navajo County, Arizona
"Contractor/Consultant"	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Navajo County.
"Contract"	The legal agreement executed between Navajo County, AZ and the Contractor/Consultant.
"Contract Representative"	The County employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Procurement Manager"	The contracting agent for Navajo County, Arizona.

44. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, State or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The State also may exercise any other remedy available by law.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

Pricing Offer

Transportation From:	Transportation To:	Transport Cost
Winslow	Tucson Forensic Science Center	
Holbrook	Tucson Forensic Science Center	
Snowflake	Tucson Forensic Science Center	
Taylor	Tucson Forensic Science Center	
Heber	Tucson Forensic Science Center	
Overgaard	Tucson Forensic Science Center	
Show Low	Tucson Forensic Science Center	
Pinetop	Tucson Forensic Science Center	
Lakeside	Tucson Forensic Science Center	
Other	Tucson Forensic Science Center	
Winslow	Coconino Medical Examiner Office facility	
Holbrook	Coconino Medical Examiner Office facility	
Snowflake	Coconino Medical Examiner Office facility	
Taylor	Coconino Medical Examiner Office facility	
Heber	Coconino Medical Examiner Office facility	
Overgaard	Coconino Medical Examiner Office facility	
Show Low	Coconino Medical Examiner Office facility	
Pinetop	Coconino Medical Examiner Office facility	
Lakeside	Coconino Medical Examiner Office facility	
Other	Coconino Medical Examiner Office facility	

Description	Cost	Unit of Measure (Day, Hour, Each, Etc.)
Examination Room (per requirements in scope of work)		
Bath Towels		
Support Staff		
Cold Storage		
Other Costs (Itemize)		

ELIGIBILITY FOR COOPERATIVE PURCHASING

The offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

_____ YES – Eligible for cooperative purchasing

_____ NO – Not eligible for cooperative purchasing

OFFER FORM

TO NAVAJO COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Invitation for Bids.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in IFB# F15-01-16 including all terms, conditions, specifications, amendments, etc., and the Contractor's" Offer as accepted by County.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this ____ day of _____ 20 ____

AUTHORIZED SIGNATURE

BID CHECKLIST

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

Original and TWO (2) copies Total of 3 Bids

Copy of Original IFB and Amendments

Certification Regarding Debarment, Suspension
And Other Responsibility Matters (P. 17 & 18)

Pricing Offer (P. 19-20)

Bid Checklist (P. 22)

W-9

Copy of Current State License per ARS 32-1321

Offer and Acceptance (P. 21)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

#1

#2

#3

#4

#5

Initials/

Date

Signed and dated this _____ day of _____, 20__

_____ Authorized Signatory for Firm _____ Title