



**NAVAJO COUNTY
NOTICE OF INVITATION FOR BIDS
IFB NO. F15-12-15**

**Navajo County is seeking qualified bids for
Printing and Mailing of Property Tax Statements and Valuation Notices**

The Navajo County Board of Supervisors is seeking proposals from qualified companies to provide Printing and Mailing of Property Tax Statements and Valuation Notices. The term of this agreement will be for a three-year period with up to three (3) – one year renewals.

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:	F15-12-15
PRE-BID MEETING DATE:	January 06, 2015 10:00 A.M. LOCAL AZ TIME
IFB DUE DATE:	January 19, 2015 3:00 P.M. LOCAL AZ TIME
PUBLIC OPENING DATE:	January 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:

**Joyce Alexander, Purchasing Agent
(928) 524-4322
Joyce.alexander@navajocountyaz.gov**

Holbrook 12/19/14
Publish Date(s)

JAA
ISSUE DATE: 12/19/14

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NOTICE OF SOLICITATION

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INVITATION FOR BID FOR PRINTING AND MAILING OF PROPERTY TAX STATEMENTS AND VALUATION NOTICES

1.0 INTENT:

- 1.1 This Invitation for Bids is to award a contract for printing and mailing services to include: form design, printing, and mailing from raw data tapes or electronic file transfers of the Navajo County Treasurer's Property Tax Statements and the Navajo County Assessor's Valuation Notices.
- 1.2 The County reserves the right to add additional contractors, at the County's sole discretion to satisfy the County's needs.

2.0 SCOPE OF SERVICES:

2.1 QUANTITY OF MATERIAL AND DELIVERY POINTS:

Property Tax Statements printed and mailed for the Navajo County Treasurer's Office, as well as, 80,000 – 100,000 Assessor Valuation related notices printed and mailed for the Navajo County Assessor's Office, as covered by this Contract and subsequent purchase orders.

2.2 DELIVERY/COMPLETION:

- 2.2.1 Contractor shall furnish transportation of "raw data" to and from printing location to Treasurer's/Assessor's Office. Delivery required by the dates listed in Section 2.5 and in adherence to contractor's schedule submitted with the bid. Penalty for delay in acceptable delivery time is \$100.00 per day or fraction thereof.
- 2.2.2 Contractor shall be able to program printing from raw data tapes or electronic file transfer.
- 2.2.3 Confidentiality of Data: The data or any portion thereof, provided to the Contractor is for the sole purpose of printing the valuation notices or tax statements and may **NOT** be used for any other purpose or sold to third-parties by the Contractor.

2.3 SITE INSPECTION:

County reserves the right to visit printing site before making a final determination on bid.

2.4 DOCUMENT DESCRIPTIONS:

Configuration of forms is subject to change from year to year. Documents will be created by Contractor from rough design provided by County and/or third-party design consultants. Contractor must be capable of merging County's raw data files with the final form(s). A sample of each document to be printed and mailed is provided in the exhibit section of this document for reference.

Tax statements and post cards are to be printed front and back when indicated in the data files with ink and paper colors as included in the exhibit data files.

All 8 ½ x 11 documents are to be mailed in #10 envelopes with the exception of large multiples that will be mailed in a 9" x 12" envelope.

2.5.1 Real Property: Tax Statements

- Approximately 12,000 of these records will be on a tape or file labeled "Mortgage". These will require special handling.

2.5.2 Real Property: Tax Information Statements

- Mailing Date: 1st Business Day In September

- 2.5.3 Real Property: May Delinquent Tax Statements
- Mailing Date: 1st Business Day In May
- 2.5.4 Personal Property: Delinquent Tax Statements
- Mailing Date: Last week of June
- 2.5.5 Real Property: December Delinquent Tax Statements
- Mailing Date: 1st Business Day In December
- 2.5.6 Notice of Value Statements (NOV)
- Mailing Date for Real Property: Last week in January; must be before March 1st
 - Residential NOV on 8-1/2" x 11" blue paper, front and back (approximately 35,000).
 - Residential Rental NOV on white 8-1/2" x 11" paper front and back (approximately 3,000).
 - Agricultural NOV on green postcard, front and back (approximately 2,000).
 - All Other NOV on white postcard, front and back (approximately 45,000).

NOTE: All valuation notices must be mailed on the same day and must have the same postmark. County will provide specific mail date to Contractor and will provide data based on lead time identified in solicitation.

Valuation notices are of the same general format but contain different verbiage. *For postage savings, the multiple notices should be group and mailed in the most economical process*

- AMENDED NOTICE OF VALUATION (also known as Notice of Change) – These are for new construction and revalues during the year and will have a mailing in September. These have a single postcard format for both front and back. By statute, the notices must be mailed no later than September 30th of each year.
 - MOBILE HOME NOTICE OF VALUATION - These have a single postcard format for both the front and back with a mailing date in June or July annually (approximately 3,500 – 5,000).
 - PERSONAL PROPERTY NOTICE OF VALUATION - These have a single postcard format for both the front and back with a mailing date in June annually (approximately 1,000 – 1,500).
- 2.5.7 BUSINESS PROPERTY STATEMENTS (FORM 520)
AGRICULTURAL, LEASING and COMMERCIAL)

Note: The above statements are to be printed, stuffed and mailed (approximately 1,000 – 1,500).

- Commercial:
 - Sort by company name sequence
 - Extract multi's from table furnished and laser print
 - Extract continuations and laser print, mailing in the most economical manner.
 - Mailing Date : January
- 2.5.8 A sample document of each of the above notices must be submitted showing compliance with Arizona Department of Revenue requirements.
- 2.5.9 Vendor must have ability to provide electronic statements in lieu of printed statement for those taxpayers who request it. Vendor will maintain their own website, where taxpayer email addresses and PDF images of notices will be stored for taxpayer access. Vendor must authenticate taxpayer to insure their authority to waive paper statements. Vendor will keep

track of taxpayers who have registered for electronic statements and will suppress the mailing of printed forms for those who register. Vendor must keep all email addresses secure and confidential and surrender all email addresses to the County at termination of contract. Vendor will provide access to this report.

2.6 TYPE OF PRINTING:

The Navajo County Treasurer's/Assessor's Office requires that all of the above documents be laser printed (OCR Scannable).

Existing information must be placed on single page documents in a manner that will allow the use of the current window envelopes, if required. All payment stubs must meet specifications for high speed check processing equipment, including using 60 pound offset paper. All payment stubs must have straight bottom edges to meet specifications (i.e., not perforated). County requires vendor to produce a scannable PDF of mailed valuation notices and tax statements. However, County has the right to waive this requirement for each mailing at its discretion.

2.7 ANNUAL REVISIONS:

Due to legislative changes and Department of Revenue (DOR) requirements, statement formats may change. Please submit an annual cost for statement revisions that may occur over the life of the contract.

2.8 ADDITIONAL MAILING MATERIALS:

Supplement materials are sometimes included when sending statements. The printing agent will be notified of additional "stuffers". This may involve varying sizes (8 ½ x 11 Inch, 8 ½ x 5 ½ Inch, etc.) with simplex or duplex printing. Include the cost for this service in the bid.

2.9 MAILING SERVICES

This bid will require the printing agent to provide mailing service. If a subcontractor is used for the collating, stuffing, and mailing of printed statements, then include the cost of these services or any related services in the bid along with the specific services provided by the subcontractor.

Mailing is to be First Class United States Postal Service via the most cost efficient means pursuant to current Postal Regulations in effect at the time of mailing. Contractor must be able to qualify mail to automation Carrier Route when possible. Contractor must be able to mail to foreign countries.

2.9.1 MAILING OF MULTIPLE STATEMENTS:

When multiple tax statements/notices go to a single name and address, the Contractor may re-sort the file, in number of documents (weight) order rather than existing table code order. The Contractor will either hand address envelopes or pre-print pressure sensitive labels.

*These statements are provided on separate media for special handling which may include UPS, Federal Express or locally available delivery means.

2.9.2 MAILING OF FOREIGN ADDRESSED STATEMENTS:

In the foreign mailing of documents, the vendor will need an application that locates the "Last Line" (city, state, and zip code) to determine if the documents have a U.S. zip code or not.

2.9.3 POSTAGE FOR MAILING STATEMENTS:

Postage funds will be provided by the Navajo County Treasurer's/Assessor's Office based on estimates by the successful bidder. A report of usage and unused balance is required after each mailing. Vendor may use own postage meter for mailing of multiples and County will reimburse.

2.9.4 SHIPPING CHARGES FOR DATA TAPES:

The successful bidder is responsible for payment of all charges for postal and or delivery, including premium shipping charges necessary for both sending and receiving data tapes to meet tax statement printing deadlines.

2.10 SUBSEQUENT PRINTING:

Subsequent printings require added verbiage (i.e., Duplicate Tax Statement). Subsequent printing of Property Tax Statements may be returned to the County Treasurer's Office located at 100 E Code Talker Dr., Holbrook Arizona for mailing to taxpayers. The successful bidder is responsible for compliance to delivery schedules.

The vendor is to submit a reasonable turnaround time from receipt of raw data tape or electronic file transfer, to delivery of printed products for subsequent printing with this bid. The vendor is also to state a minimum printing and delivery cost. (Please include an option for folding, inserting and mailing of these statements. In addition to price, please include a delivery schedule.)

2.10.1 REAL PROPERTY:

2.10.1.1 Resolution Reprints:

- Raw Data Tapes
- Run Time: Weekly From September through July
- Approximately 27 Runs

2.10.1.2 Duplicate Tax Statements:

- Raw Data Tapes
- Run Time: September Through November
- Approximately 10 Runs

2.11 FORM DESIGN:

The Treasurer's and Assessor's Offices require proof copies for each item to be printed prior to the job being printed.

2.12 MAILINGS

Prior to mailing, correction of all addresses must be furnished to Navajo County, including forwarding address, verification that the address is a good address and verifies that the person is still at that address.

2.13 ACCEPTANCE:

Upon successful completion of each printing/ mailing project, the project shall be deemed accepted. All documentation shall be completed prior to final acceptance.

2.14 INVOICES AND PAYMENTS:

2.14.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information

- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.14.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.14.3 Payment shall be made to the Contractor by Accounts Payable through the Navajo County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.Navajo.gov/finance/).

2.14.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.15 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

- 3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.4.2 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.
- 3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order.

3.8.2 Navajo County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Navajo County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Navajo County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the

County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Navajo County Materials Management shall be responsible for approving all amendments for Navajo County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Navajo County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Navajo County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.24.1.2 have not within 3-year period preceding this Contract 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;
 - 3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 3.25 ALTERNATIVE DISPUTE RESOLUTION:
- 3.25.1 After the exhaustion of the administrative remedies provided in the Navajo County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Navajo County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
- 3.25.1.1 Render a decision;
 - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Navajo County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)

4.1 EVALUATION CRITERIA.

4.2.1 The evaluation of bids shall be based on, but will not be limited to, the following:

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.2.2 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.

4.2 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

4.3.1 One (1) original hardcopy.

4.3.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.

4.3.2.1 Attachment A (PRICING)-Excel

4.3.2.2 Attachment B (AGREEMENT)-WORD

4.3.2.3 Attachment C (REFERENCES)-WORD

4.3.2.4 Other documents as required

4.3.3 If a Respondent should find that a different form design would be advantageous, that Respondent should submit the design for consideration in the bid.

4.3.4 Respondents shall address bids identified with return address, IFB number and title in the following manner:

Mail Address:
Navajo County
P.O. Box 668
Holbrook, Arizona 86025

Or

Shipping Address:
Navajo County
100 East Code Talkers Drive
Holbrook, Arizona 86025

F12-06-01, Printing and Mailing of Property Tax Statements and Valuation Notices

4.3.5 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

4.4 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

4.4.1 **Mandatory:** Bid is submitted as required in Section 4.3 above.

4.4.2 **Mandatory:** Attachment “A”, Pricing is enclosed;

4.4.3 **Mandatory:** Attachment “B”, Agreement is enclosed; and

4.4.4 **Mandatory:** Attachment “C”, References is enclosed.

4.5 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE REQUIRED TO USE THE ATTACHED FORMS TO SUBMIT THEIR BID.

ATTACHMENT A

PRICING

SEE EXCEL FILE "F15-12-15 -ATTACHMENT A PRICING"

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Navajo County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Navajo County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE /

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

NAVAJO COUNTY, ARIZONA

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

ATTACHMENT C

RESPONDENT REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

SOLE PROPRIETOR WAIVER



NAVAJO COUNTY
 P.O. Box 668
 Holbrook, Arizona 86025

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO NAVAJO COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____
 (name of Sole Proprietor's Business). I am performing work as an independent contractor for Navajo County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Navajo County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor	Social Security Number	Telephone Number

Street Address / P.O. Box	City	State
		Zip Code

Signature of Sole Proprietor	Date	
Navajo County		

Signature of Procurement Officer	Date	

Both signatures must be present and the completed form submitted by the Procurement Officer to Navajo County, P.O. Box 668, Holbrook, Az 86025.

F15-12-15 -ATTACHMENT A PRICING

IFB NO. F15-12-15

RESPONDENT NAME: _____
 VENDOR NUMBER : _____
 ADDRESS: _____

 P.O. ADDRESS: _____
 TELEPHONE NUMBER: _____
 FACSIMILE NUMBER: _____
 WEB SITE: _____
 REPRESENTATIVE: _____
 REPRESENTATIVE E-MAIL: _____

YES NO

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:

[] []

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL SPREADSHEET. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

PRICING:

ITEM DESCRIPTION	11"X17"	8.5"X11"	Printing Paper Supplied	Printing Paper Not Supplied	8.5"X14"	US POSTCARD 9.0 STOCK	PDF ARCHIVE
1.0 ONE COLOR SIMPLEX							
1.1 1 TO 100,000	_____ /per 1,000	_____ /per 1,000			_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
1.2 100,001 TO 500,000	_____ /per 1,000	_____ /per 1,000			_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
1.3 500,001 TO 1,000,000	_____ /per 1,000	_____ /per 1,000			_____ /per 1,000	_____ /per 1,000	_____ /per 1,000

F15-12-15 -ATTACHMENT A PRICING

1.4 1,000,001 +	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000

2.0 ONE COLOR DUPLEX

2.1 1 TO 100,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
2.2 100,001 TO 500,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
2.3 500,001 TO 1,000,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
2.4 1,000,001 +	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000

3.0 TWO COLOR SIMPLEX

3.1 1 TO 100,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
3.2 100,001 TO 500,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
3.3 500,001 TO 1,000,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
3.4 1,000,001 +	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000

4.0 TWO COLOR DUPLEX

4.1 1 TO 100,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
4.2 100,001 TO 500,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
4.3 500,001 TO 1,000,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
4.4 1,000,001 +	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000

5.0 FOUR COLOR SIMPLEX

5.1 1 TO 100,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
5.2 100,001 TO 500,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
5.3 500,001 TO 1,000,000	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000
5.4 1,000,001 +	_____	_____	_____	_____	_____
	/per 1,000	/per 1,000	/per 1,000	/per 1,000	/per 1,000

F15-12-15 -ATTACHMENT A PRICING

6.0 FOUR COLOR DUPLEX

6.1 1 TO 100,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
6.2 100,001 TO 500,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
6.3 500,001 TO 1,000,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
6.4 1,000,001 +	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000

7.0 FOLDING

7.1 1 TO 100,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
7.2 100,001 TO 500,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
7.3 500,001 TO 1,000,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
7.4 1,000,001 +	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000

8.0 INSERT STATEMENTS

8.1 1 TO 100,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
8.2 100,001 TO 500,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
8.3 500,001 TO 1,000,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
8.4 1,000,001 +	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000

9.0 ADDITIONAL MAILING STUFFER PRINTING

9.1 1 TO 100,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
9.2 100,001 TO 500,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
9.3 500,001 TO 1,000,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
9.4 1,000,001 +	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000

10.0 INSERT STUFFER

10.1 1 TO 100,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000	_____ /per 1,000
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F15-12-15 -ATTACHMENT A PRICING

10.2 100,001 TO 500,000	_____/per 1,000	_____/per 1,000		_____/per 1,000	_____/per 1,000
10.3 500,001 TO 1,000,000	_____/per 1,000	_____/per 1,000		_____/per 1,000	_____/per 1,000
10.4 1,000,001 +	_____/per 1,000	_____/per 1,000		_____/per 1,000	_____/per 1,000

11.0 ANNUAL FORM

REVISIONS/ SET-UPS

(Includes re-programming) _____/per HOUR

12.0 MAILING (Includes all costs to complete mailing project) _____/per 1,000

12.1 STANDARD ENVELOPES _____/per 1,000

12.2 DOUBLE WINDOW #10 _____/per 1,000

13.0 SPECIAL REPORTS _____/per HOUR

14.0 PICK-UP/DELIVERY OF MATERIALS _____/per roundtrip

15.0 eNotices

- Cost for set up _____
- Cost for PDF Images _____
- Cost to Store PDF Images _____
- Cost to suppress printed statements _____
- Other Costs _____