

MARICOPA COUNTY

PROCUREMENT CODE



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Article 13 has been deleted from the Procurement Code as of 12/05/07

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MC1-101 DEFINITIONS

In this Code, unless the context otherwise requires, capitalized terms used herein shall be defined as follows:

1. "ADVANTAGEOUS" means in the best interests of Maricopa County as solely determined by the Chief Procurement Officer except as otherwise specified in this Code.
2. "A/E CONSULTANT SERVICES" means Services of an architect, engineer, land surveyor, hydrologist, geologist, appraiser, archeologist, assayer, landscape architect, or other related professional whose Services are required to provide planning, design, or Construction management support for Maricopa County and its Governmental Units.
3. "AFFILIATE" means any Person whose governing instruments require it to be bound by the decision of another Person or whose governing board includes enough voting representatives of the other Person to cause or prevent action, whether or not the power is exercised. It may also include Persons doing Business under a variety of names, or where there is a parent-subsidiary relationship between Persons.
4. "APPLICATION BENEFIT" means a quantified assessment of the benefits to be achieved from the Information Systems or Telecommunications systems proposed by the Respondent, including reasonably projected reductions in program Costs and increases in productivity of Maricopa County personnel.
5. "AWARD" means the final execution of a Contract by the County representative as authorized by the County Board of Supervisors, pursuant to a Procurement.
6. "BEST VALUE" means the evaluation of Cost and non-Cost factors that take place during the Procurement process to determine the Best Value in terms of performance, quality, expediency, risk management, Cost or Price, and other factors that in total, are determined to be optimal relative to the County's needs.
7. "BID" means an Offer to perform a Contract for work and labor or supplying Commodities at a specified time.
8. "BID ABSTRACT" means a summation of Bids received in response to an Invitation For Bids.
9. "BID BOND" means a form of security, which indemnifies the County against a successful bidder's failure to execute the Contract documents and proceed with performance.
10. "BID CLOSING" means the date and time set forth in the Solicitation after which no Bid or Proposal will be considered.
11. "BOND" means a form of security in compliance with the Arizona Revised Statutes which

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indemnifies the County from various events.

12. "BRAND NAME OR EQUAL SPECIFICATION" means a Specification that uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance, and other characteristics needed to meet Maricopa County requirements, and that provides for the submission of equivalent products.
13. "BRAND NAME SPECIFICATION" means a Specification limited to one or more items by manufacturers' name or catalog numbers.
14. "BUSINESS" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
15. "CAPABILITY" means Contractor's ability to fully perform the Contract requirements at the time of Award.
16. "CERTIFIED AGENCY PROCUREMENT AIDES" (CAPA) means individuals designated by an individual department and trained by the Office of Procurement Services to conduct limited Procurement activities.
17. "CHANGE ORDER" means a written change to the Contract documents and agreed to by the County's authorized contracting officer or Procurement Officer, Contractor, Architect or vendor. It may change the Contract amount, time of performance, quantity, degree of Services contemplated in the original Contract's intent.
18. "CHIEF PROCUREMENT OFFICER" means the position that functions as the executive director and purchasing agent for Maricopa County responsible for development of centralized Procurement policy and oversight for all County Procurement activities. This position also serves as the department director for the Office of Procurement Services.
19. "CLARIFICATION" means written or oral communication with a Respondent, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating Minor Informalities or correcting nonjudgmental mistakes in a Bid or Proposal. Clarification does not otherwise afford the Respondent the opportunity to alter or change its Bid or Proposal.
20. "COMMODITIES" means all materials, property, including equipment, supplies, printing, insurance and leases of personal property, but does not include land or other real property interests.
21. "COMPETITIVE SEALED BIDDING" means the Procurement process set forth in MC1-315 through MC1-327.
22. "COMPETITIVE SEALED PROPOSALS" means the Solicitation process set forth in MC1-328

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through MC1-339.

23. "CONSTRUCTION" means a process of improving, altering, remodeling, or demolishing of any public structure, highway, bridge, building or public improvement of any kind to any real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings, or real.
24. "CONSTRUCTION-MANAGER-AT-RISK" means a Procurement method where two Contracts are Awarded for the design and the Construction of a project. Design and Construction may occur sequentially or concurrently. There is a minimum project Cost for horizontal Construction specified in state statutes before this procedure may be used.
25. "CONTRACT" means all properly executed agreements, regardless of what they may be called, for the Procurement of Commodities, Services, Construction or the disposal of materials.
26. "CONTRACT MODIFICATION" means any written alteration in the terms and conditions of any Contract accomplished by mutual action of the parties to the Contract.
27. "CONTRACTOR" means any Person who has a Contract with a County Governmental unit. For purposes of Article 5, Contractor may also mean Respondent as defined in this Article.
28. "COOPERATIVE PURCHASING" means a Procurement conducted by, or on behalf of, more than one Public Procurement Unit.
29. "COST" means, for the purposes of the Code, the actual amount paid or incurred by a Contractor to provide a Commodity or Service exclusive of any profit or markup.
30. "COST ANALYSIS" means the evaluation of the Cost Data for the purpose of arriving at Costs actually incurred or estimates of Costs to be incurred, Prices to be paid, and Costs to be reimbursed.
31. "COST DATA" means information concerning the actual or estimated Cost of labor, Material, overhead, and other Cost elements that have been actually incurred or that are expected to be incurred by the Contractor in performing the Contract.
32. "COST-PLUS-FIXED-FEE-CONTRACT" means a Cost-Reimbursement Contract that provides for the payment of a fixed fee to the Contractor, in addition to Costs which are reasonable, allowable and allocable in accordance with the Contract terms and the provisions of this Code. The fixed fee, once negotiated, does not vary with the actual Cost but may be adjusted as a result of any subsequent changes in the scope of work or Services to be performed.
33. "COST-PLUS-A-PERCENTAGE-OF-COST-CONTRACT" means a Cost-Reimbursement Contract that, prior to completion of the work, the parties agree that the profit fee will be a predetermined percentage of the total Cost of the work. (Such a Contract is not permissible

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under this Code, MC1-302), unless it is only a portion of the Contract and that portion is not under the control of the Contractor and which shall not include labor.

34. "COST-REIMBURSEMENT CONTRACT" means a Contract under which a Contractor is reimbursed for Costs which are reasonable, allowable and allocable in accordance with the Contract terms and the provisions of this Code, and a fee, if provided for in the Contract. Payment to the Contractor will be the total of the Contractors approved Costs and any applicable fee established by the Contract terms.
35. "COUNTY ENGINEER" means the County Engineer appointed pursuant to A.R.S. § 11-561.
36. "COUNTY GOVERNMENTAL UNIT" means any Maricopa County department or agency headed by an elected or appointed official.
37. "DATA" means documented information, regardless of form or characteristic.
38. "DAYS" means calendar Days and shall be computed pursuant to A.R.S. §1-243.
39. "DEBARMENT" means an action taken by the County Manager under MC1-902 to prohibit a Person from participating in Maricopa County Procurements.
40. "DEFECTIVE DATA" means Data that is inaccurate, incomplete, outdated or misleading.
41. "DEPARTMENT" means the Office of Procurement Services.
42. "DESIGN-BID-BUILD" means a Procurement method in which sequentially a consultant under one Contract designs a project, the project is publicly Bid, and the lowest Responsive and Responsible Respondent constructs the project under a second and separate Contract.
43. "DESIGN-BUILD" means a Procurement method where one Contract is Awarded for both the design and Construction of a project. Design is normally accomplished prior to Construction but, design and Construction may occur simultaneously. There is a minimum project Cost for horizontal projects specified in state statutes before this procedure may be used.
44. "DESIGNEE" means a duly authorized representative of the Chief Procurement Officer.
45. "DESCRIPTIVE LITERATURE" means information available in the ordinary course of Business that shows the characteristics, Construction, or operation of an item Offered in a Bid or Proposal.
46. "DESIGN SPECIFICATION" means a Specification that sets forth physical characteristics in definitive terms.
47. "DIRECT TRANSFER" means the transfer of surplus or excess property from one County Governmental Unit to another without physically moving the property to the designated surplus

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property area.

48. "EARTH MOVING, MATERIAL HANDLING, ROAD MAINTENANCE, AND CONSTRUCTION EQUIPMENT" means a track-type tractor, motor grader, excavator, landfill compactor, wheel tractor scraper, off-highway truck, wheel loader or track loader, having a published manufacturer's minimum unit list Price of \$50,000 or more and a minimum expected Life Cycle of three years.
49. "ELIGIBLE PROCUREMENT UNIT" means a Public Procurement Unit or a Public Educational or Public Health Institution.
50. "EMPLOYEE" means an individual drawing a salary from a County Governmental Unit, whether elected or not, and any uncompensated individual performing Services for any County Governmental Unit.
51. "ERRORS AND OMISSIONS (E & O) INSURANCE" means liability insurance to protect those providers of Services from claims arising out of negligent acts, errors or omissions, or breach of the Contract during performance of the Contractual duties.
52. "ESTABLISHED CATALOG PRICE" means the Price included in a catalog, Price list, schedule or other form that:
 - Is regularly maintained by a manufacturer, distributor or Contractor.
 - Is either published or otherwise available for inspection by customers.
 - States Prices at which sales are currently or were last made to a significant number of any category of buyers constituting the general buying public for the Commodities or Services involved.
53. "EXCESS MATERIALS" means any materials which have a remaining useful life but which are no longer required by the Using Agency in possession of the materials.
54. "EXCESS FIXED ASSETS" means any personal property which has a remaining useful life but are no longer required by the Using Agency in possession of the Fixed Assets.
55. "EXPENDABLE COMMODITIES" means all tangible Commodities other than Fixed Assets.
56. "EXTERNAL PROCUREMENT ENTITY" means any buying organization, regardless of location, that would qualify as a Public Procurement Unit.
57. "FILED" means delivery to the Procurement Officer or to the Chief Procurement Officer, whichever is applicable. A time/date stamp affixed to a document by the office of the Procurement Officer or the Chief Procurement Officer, whichever is applicable, shall be determinative of the time of delivery for purposes of filing.

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58. "FINISHED GOODS" mean units of manufactured product awaiting sale.
59. "FIXED ASSETS" means Commodities as defined for movable equipment in the Maricopa County Property Manual.
60. "FIXED PRICE-CONTRACT" means a Price not subject to any adjustments by the Contractor in performing a Contract.
61. "FUNCTIONAL SPECIFICATION" means a Specification that sets forth the specific operational requirements or results.
62. "GRANT" means the transfer of funds, property or Services to a County Governmental Unit.
63. "INCREMENTAL AWARD" means an Award of portions of a definite quantity requirement to more than one Contractor. Each portion is for definite quantity and the sum of the portions is the total definite quantity required.
64. "INFORMATION SYSTEMS" means a system of hardware, software or related support with a Price of more than \$100,000 that process information, data or processing methods and devices.
65. "INVITATION FOR BIDS", means, except for Construction, all documents including detailed scope of work and/or technical Specifications whether attached or incorporated by reference, which are used for soliciting Bids in accordance with the procedures prescribed in Section MC1- 315.
66. "INVITATION TO NEGOTIATE" means a written Solicitation for sealed Offers to select one or more vendors with which to commence Negotiations for the Procurement of unique Commodities or Services described in the Solicitation. The outcome of this process is selection of the response that represents the Best Value to the County in accordance with the procedures prescribed in Section MC1-345.
67. "JOB-ORDER-CONTRACTING" means a type of "on-call" Construction Contract. This type of Contract is limited to three years by state statute. The Contract is Awarded by the Board of Supervisors.
68. "LETTER OF INTEREST (LOI)" means information submitted in response to a public advertisement and used by the County to identify firms for further Procurement consideration, may also be referred to as expressions of interest.
69. "LIFE CYCLE" means the useful life of the Material, equipment or systems to the original Using Agency to perform the application for which it was initially procured.
70. "LIMITED SCOPE CONSTRUCTION PROCUREMENT" means statutory dollar limited

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Construction with a simplified Bid process. Contracts are Awarded by the Chief Procurement Officer.

71. "LITIGATION" means all judicial, administrative, alternative dispute and mediation proceedings or hearings.
72. "LIQUIDATED DAMAGES" means damages provided under a Contract in a sum certain to be awarded to the County if a Contractor fails to perform as agreed.
73. "MARICOPA COUNTY PLAN OF OPERATION" means the agreement for acquiring surplus property between Maricopa County and the Federal surplus property and/or State Surplus Property Agency.
74. "MINOR INFORMALITY" means mistakes, excluding judgmental errors, that have negligible effect on Price, quantity, quality, delivery, or other Contractual terms and the waiver or correction of such mistake does not prejudice other Respondents.
75. "MULTIPLE AWARD" means an Award of an indefinite quantity Contract for one or more similar Commodities or Services to more than one Respondent.
76. "MULTI-STEP COMPETITIVE SEALED PROPOSALS" means the Solicitation process set forth in MC1-340 through MC1-343.
77. "MULTI-STEP SEALED BIDDING" means a two phase process consisting of a technical first phase composed of one or more steps in which Respondent submits unpriced Technical Proposals to be evaluated, and a second phase in which those Respondents whose Technical Proposals were determined to be acceptable during the first phase have their Price Offers considered.
78. "NEGOTIATIONS" means an exchange of information or any form of communication during which the Respondent and the County may alter or otherwise change the conditions, terms, and Price, unless prohibited, of the proposed Contract. Negotiations may be conducted in connection with Competitive Sealed Proposals, Review Of Qualifications, small purchases, sole source Procurements, emergency Procurements, and special Procurements or Contract amendments.
79. "NOTICE OF AWARD" means a letter from a County Governmental Unit advising the Respondent of the Award of a Contract.
80. "NOTICE TO PROCEED" means a letter from the County Governmental Unit authorizing the Contractor to start the work specified in the Contract.
81. "OFFER" means a Proposal of terms, either solicited or unsolicited, made with the purpose of securing or modifying a Contract.

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82. "PAYMENT BOND" means a form of security required to be provided by a Contractor for the protection of claimants supplying labor and/or Commodities to the Contractor or their subcontractors.
83. "PERFORMANCE BOND" means a form of security provided by a Contractor that secures the Contractor's obligation to properly complete their work in accordance with the Contract.
84. "PERFORMANCE SPECIFICATION" means a Specification that sets forth a predefined criteria or objective to be met.
85. "PERSON" means any corporation, Business, individual, union, committee, club, other organization or group of individuals.
86. "PRICE" means, for the purposes of the Code, the total expenditure for a defined quantity of a Commodity or Service.
87. "PRICE ANALYSIS" means the evaluation of Price Data, without analysis of the separate Cost components and profit as in Cost Analysis, which may assist in arriving at Prices to be paid and Costs to be reimbursed.
88. "PRICE DATA" means information concerning Prices, including profit, for Commodities, Services or Construction substantially similar to those being procured under a Contract or subcontract. In this definition, "Prices" refers to offered or proposed selling Prices, historical selling Prices, or current selling Prices of the items being purchased.
89. "PROCUREMENT" means buying, purchasing, renting, leasing or otherwise acquiring any information, Commodities, Services or Construction. Procurement also includes all functions that pertain to the obtaining of any Commodities, Service, or Construction, including description of requirements, selection and Solicitation of sources, preparation and Award of Contract, and all phases of Contract administration.
90. "PROCUREMENT OFFICER" means any Person duly authorized by the Chief Procurement Officer to engage in specific limited Procurement activity acting within the limits of authority under this Code.
91. "PROFESSIONAL SERVICES" means Services approved by the Board of Supervisors and listed in MC1-203.C as appropriate for Procurement pursuant to MC1-355 which require the application of specialized or advanced training, experience, or skills or qualifications in a given field of science or learning that has been generally accepted as a profession and where the final product or result may not be accurately predicted.
92. "PROPOSAL" means a written Offer, solicited or unsolicited, for consideration as a basis for Awarding or modifying a Contract.

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93. "PROPRIETARY SPECIFICATION" means a Specification that describes a material made and marketed by a Person having the exclusive right to manufacture and sell such material and excludes other material with similar quality, performance, or functional characteristics from being responsive to the Solicitation.
94. "PUBLIC EDUCATIONAL OR PUBLIC HEALTH INSTITUTION" means any educational or Public Health Institution, no part of the income of which is distributable to its members, directors or officers, as defined in rules promulgated by the Board of Supervisors.
95. "PUBLIC PROCUREMENT UNIT" means a County Governmental Unit or any political subdivision and any agency, board, department or other instrumentality of such political subdivision.
96. "PURCHASE DESCRIPTION" means the language used in a Solicitation to describe the Commodities or Services to be acquired and includes Specifications attached to, or made a part of, the Solicitation.
97. "PURCHASE REQUEST" means a document, electronic transmission, or other form as specified by the Chief Procurement Officer, whereby a Using Agency specifies a need, and may include, but is not limited to, the description of the requested item, funding source, delivery schedule, transportation data, suggested criteria for evaluation, suggested sources of supply, and information supplied for the making of any Written Determination required by this Code.
98. "PURCHASING AGENCY" means Maricopa County Office of Procurement Services Department or any County Governmental Unit delegated by the Chief Procurement Officer to engage in specific Procurement activity within the limits of authority under this Code.
99. "QUALIFIED PRODUCTS LIST" means an approved list of Commodities described by the manufacturer by model or catalog numbers, that Maricopa County has determined will meet the applicable Specification requirements prior to a competitive Solicitation.
100. "RAW MATERIALS" means Commodities, excluding equipment and machinery, purchased for use in manufacturing a product.
101. "REGIONAL AWARD" means the division of a Contract for one or more similar Commodities or Services into geographic regions.
102. "REQUEST FOR INFORMATION" means a formal process used to gather Data from the vendor community which may or may not be used in a future Solicitation.
103. "REQUEST FOR PROPOSAL" means the Solicitation issued in accordance with in MC1-328 through MC1-339.
104. "REQUEST FOR QUOTATION" means an informal Solicitation used to obtain written or verbal responses without formal advertising in accordance with MC1-346.

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105. "REQUEST FOR TECHNICAL PROPOSAL" means the Solicitation issued in accordance with MC1-326.
106. "RESIDUAL VALUE" means the guaranteed minimum value offered by the Respondent at the end of the Life Cycle of the material, equipment or systems being procured.
107. "RESPONDENT" means any individual, corporation, partnership, or Business entity, organization or agency which responds to a Bid, Proposal, Solicitation, Offer, or any other invitation or request which Maricopa County invites a Person to participate.
108. "RESPONSIBLE RESPONDENT" means a Respondent who has the Capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance pursuant to MC1-360.
109. "RESPONSIVE RESPONSE" means a response to a Solicitation which conforms to the Solicitation in all material respects.
110. "REVIEW OF QUALIFICATIONS" means the Solicitation procedure set forth in MC1-355.D.3.
111. "SAMPLE" means an item furnished by a Respondent to show the characteristics of the item offered in the Solicitation.
112. "SERVICES" means the furnishing of labor, time or effort by a Contractor that does not involve the delivery of a specific end product other than required reports and performance. A Service does not include employment agreements or collective bargaining agreements.
113. "SIGNIFICANT PROCUREMENT ROLE" means any role that includes any of the following duties:
- Participating in the development of a Procurement as defined in this Code.
 - Participating in the development of evaluation criteria or evaluation tools.
 - Approving a Procurement as defined in this Code.
 - Soliciting quotes greater than five thousand dollars for the provision of Commodities, Services or Construction.
 - Serving as a technical advisor or evaluator who evaluates a Procurement.
 - Recommending or selecting a vendor that will provide Commodities, Services or Construction to Maricopa County.

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- Serving as a decision maker or designee on a protest or an appeal by a party regarding a Procurement selection or decision.
114. "SIMPLIFIED CONSTRUCTION PROCUREMENT PROGRAM" means Construction limited to \$100,000 including all Change Orders subsequent to Award. Invitations for Bids shall be sent to Contractors listed on the Construction Contractor register. The Contracts are Awarded by the Chief Procurement Officer.
115. "SOLICITATION" means an Invitation For Bids, a Request For Technical Proposal, a Request For Proposals, a Request For Quotations, reverse auction or any other invitation or request by which Maricopa County invites a Person to participate in a Procurement.
116. "SPECIFICATION" means any description of the physical or functional characteristics, or of the nature of a material, Service or Construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, Service or Construction item for delivery.
117. "SPECIFICATION FOR A COMMON OR GENERAL USE ITEM" means a Specification that has been developed and approved for repeated use in Procurement pursuant to MC1-404.A.
118. "STANDARD COMMERCIAL MATERIAL" means material that, in the normal course of Business, is customarily maintained in stock or readily available by a manufacturer, distributor or dealer for the marketing of such material.
119. "SURPLUS MATERIALS" means any materials or Fixed Assets that no longer have any use to Maricopa County. This includes obsolete and scrap materials.
120. "SUSPENSION" means an action taken by the County Manager under MC1-902 temporarily disqualifying a Person from participating in Maricopa County Procurements.
121. "TECHNICAL PROPOSAL" means unpriced written information from a Respondent stating the manner in which the Respondent intends to perform certain work, its qualifications, and its terms and conditions as set forth in MCI-326.
122. "TELECOMMUNICATIONS SYSTEMS" means a system with a Price of more than \$100,000 including but not limited to all instrumentalities, facilities, apparatus and Services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.
123. "TOTAL COUNTY COST" means Costs to Maricopa County for Commodities, equipment, systems or Services. Costs which maybe included are maintenance Costs, present value of monies, Vendor Charges, energy, facilities, personnel, finance Costs or other identifiable Maricopa County Costs.

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124. "TOTAL LIFE CYCLE COST" means Vendor Charges, Total County Costs and financing Costs throughout the Life Cycle of the Commodities, equipment or systems being purchased less any applicable Residual Value.
125. "TWO-STEP COMPETITIVE NEGOTIATION" means the Solicitation procedure as set forth in MC1-355.D 2.
126. "UNIT PRICE" means a Price under which the Contractor is paid a Price for the selected unit for goods or service (e.g. pound, ton, hours).
127. "UNIT PRICE CONTRACTS" means a Contract which establishes the basis for payment as a Cost per unit. A Unit Price Contract may incorporate a number of items each with a different unit Cost. Unit Price Contracts are normally Bid based upon an estimated quantity of work or units for each specified Bid item. Actual payment is based on the total of actual units produced and delivered multiplied by the Contract Unit Price.
128. "URGENT NEED" means requiring immediate attention.
129. "USING AGENCY" means any County Governmental Unit which utilizes any Commodities, Services or Construction procured under this Code.
130. "VENDOR CHARGES" means Costs of all Vendor Support, Commodities, transportation and all other identifiable Costs associated with the Response to a Solicitation.
131. "VENDOR SUPPORT" means Services provided by the vendor for items such as consulting, education, maintenance, training, management of the information systems or Telecommunications Systems, systems planning, development and integration.
132. "WRITTEN DETERMINATION" means a written decision resolving a question or controversy, or finalizing a position within the limits of authority under this Code.

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MC1-102 APPLICABILITY

- A. This Code applies to every expenditure of public monies, including federal assistance monies, except as otherwise specified in Article 10, by this County, acting through a County Governmental Unit under any Contract, except that this Code does not apply to Contracts between this County and other political subdivisions or other governments, except as provided in Article 10 of this Code. This Code also applies to the inventory and disposal of County Commodities. Nothing in this Code or in regulations or policies and procedures adopted under this Code shall prevent any County Governmental Unit from complying with the terms and conditions of any Grant, gift, bequest or cooperative agreement.
- B. The provisions of this Code are not applicable to Contracts for professional witnesses or experts if the purpose of such Contract is to provide testimony or advice relating to an existing or probable Litigation in which this County is or may become a party or for Contracts of special investigative Services for law enforcement purposes.
- C. The provision of this Code are not applicable when Maricopa County is the recipient of funds from another entity (public or private), and when as a condition of the receipt of such funds, all or a portion of the funds are sub-contracted out to a prior designated Person, the resulting sub-contract(s) shall not be subject to any of the competitive Procurement requirements of this Code.
- D. Agreements negotiated by legal counsel representing this County in settlement of existing or probable Litigation are exempt from the provisions of this Code.
- E. Souvenirs, sundries and publications purchased for resale through the County Parks Enhancement, Donation and Souvenir Fund are exempt from the provisions of this Code.
- F. The provisions of this Code are not applicable to the purchase or water, gas or electric utilities
- G. The provisions of the Code are not applicable to professional certifications, professional memberships and conference registrations.
- F. Revenue contracts shall procured with such competition as practical.

MC1-103 WRITTEN DETERMINATIONS

- A. Each Written Determination shall specify the reasons for the determination.
- B. The Chief Procurement Officer is authorized to prescribe methods and operational procedures to be used in preparing Written Determinations.

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- C. Each Written Determination shall be filed in the applicable Solicitation or Contract file, and the timing of such filing shall be determined by the Procurement Officer.

MC1-104 CONFIDENTIAL INFORMATION

- A. If a Respondent believes that a Bid, Proposal, Offer, Specification, or protest contains information that should be withheld from public disclosure, a detailed statement advising the Procurement Officer that explains and supports Respondent's claim shall accompany the submission and the statement shall specifically identify everywhere this information appears. The Respondent's claim shall include the period of time the information will remain confidential.
- B. The Chief Procurement Officer shall make a Written Determination, within a reasonable time, whether the Respondent's claim shall be honored.
- C. If the Chief Procurement Officer determines to reject the Respondent's claim, the Chief Procurement Officer shall inform the Respondent in writing of such determination.

MC1-105 CONTRACTING REQUIREMENTS

- A. Unless specifically delegated by the Board of Supervisors or authorized by this Code, all Contracts must be approved by the Board of Supervisors.
- B. Payment for any Commodities, Services or construction shall not be made unless pursuant to a written Contract procured under this Code.
- C. A Procurement Officer shall not incur an obligation on behalf of Maricopa County if sufficient funds are not available.

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MC1-201 AUTHORITY OF THE CHIEF PROCUREMENT OFFICER

- A. The Chief Procurement Officer may adopt policies and procedures, consistent with this Code, governing the Procurement and management of all Commodities, Services and Construction procured by Maricopa County.
- B. It shall be the Chief Procurement Officer's responsibility to perform or supervise the following:
 - 1. Procurement of Commodities, Services and Construction for all Using Agencies;
 - 2. Preparation and issuance of Solicitations and insure that the selection process is in compliance with this Code;
 - 3. Facilitate the issuance of purchase orders for Commodities, Services and Construction;
 - 4. Provide copying and reprographics Services.
- C. The Chief Procurement Officer, may delegate authority to a Procurement Officer or other designated individual within any County Governmental Unit as follows:
 - 1. In making the decision to delegate Procurement authority, the following factors shall be considered:
 - a. The Procurement expertise, specialized knowledge, past experience, and performance of the prospective Procurement Officer or other designated individual within any County Governmental Unit;
 - b. The impact of the delegation on Procurement efficiency and effectiveness; and,
 - c. The abilities and resources of the prospective Procurement Officer or other designated individual within any County Governmental Unit to exercise the authority.
 - 2. Delegation or any modification of authority shall be in writing and shall specify:
 - a. The scope and type of authority delegated or modified;
 - b. Any limits or restrictions on the exercise of the delegated authority;
 - c. Whether the authority may be further delegated; and

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- d. The duration of the delegation, subject to MC1-202.
- 3. Authority delegated may be suspended, revoked, or modified by the Chief Procurement Officer.
- 4. The Procurement Officer or other designated individual within any County Governmental Unit receiving a delegation of authority shall exercise that authority according to the Maricopa County Procurement Code, and applicable Maricopa County policies and procedures, and the terms of the delegation. Delegation of Procurement authority to a Procurement Officer or other designated individual within any Governmental Unity cannot be further delegated.
- D. The Chief Procurement Officer shall have the authority to Award Contracts with aggregate annual dollar amounts up to five hundred thousand (\$500,000). Procurement requirements shall not be artificially divided or fragmented to circumvent source selection procedures required by MC1-315, MC1-325, MC1-328, MC1-340, MC1-345 through 348, MC1-350, MC1-351, MC1-352, MC1-354, MC1-371 through 374, and MC1-504 or as otherwise provided in the Code.
- E. The Chief Procurement Officer shall acquire from the Using Agency an estimated value of Contracts Awarded. This estimate shall be used for information and planning purposes only and shall not impose a limit on Contract expenditures if funds are available, as determined by the Using Agency, in a Using Agencies Board of Supervisors approved operating budget. The Chief Procurement Officer shall have the authority to adjust Contract expenditure limits as required to fulfill Using Agency requirements for Commodities, Services and Construction.
- F. The Chief Procurement Officer shall have the authority to exercise all contractual provisions, rights and remedies of Board of Supervisors Contracts. Nothing in this paragraph shall be construed as requiring the Chief Procurement Officer to exercise any provision or right in any Contract.
- G The Chief Procurement Officer shall have the authority to approve all requests to Contract with Maricopa County employees for Commodities or Services outside the scope of their assigned work responsibilities and work hours. Contracting directly with individuals currently employed by Maricopa County shall be avoided to the extent possible and only considered when no other reasonable alternative is available. All requirements for Commodities or Services shall be fulfilled using the appropriate Solicitation method specified in the Maricopa County Procurement Code. Solicitations shall be issued to interested vendors contained in the County's vendor list and any other vendors identified by the requesting Using Agency. Only after this requirement has been satisfied and determined to be unsuccessful will consideration be given to entering into a Contract with

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an employee of Maricopa County. Once it has been determined that no other reasonable alternative exists, the following reviews and approvals must be obtained.

1. The Using Agency will prepare written justification substantiating why it is Advantageous to Maricopa County to Contract with an employee. This justification will include the following information:
 - a. A summary of the Commodities or Services required.
 - b. An explanation as to why none of the Respondents to the Solicitation, if any, cannot fulfill the requirements and why it is Advantageous for Maricopa County to Contract with an employee.
 - c. Name, work title, hourly rate and job description of the employee being considered for a Contract.
 - d. How work activities of the employee will be monitored and documented to provide a detailed record to strictly differentiate between employment and Contract activities.
 - e. The proposed hourly pay rate or project Price for Commodities or Services identified in the Contract.
2. The Using Agency shall forward the written justification to the applicable elected official or chief officer for review and approval.
3. If approved, the written justification shall be forwarded to the Chief Procurement Officer for consideration. The request will be returned to the Using Agency indicating either approved or disapproved.
4. If approved, the Office of Procurement Services will negotiate the final Contract, obtain any required legal review, and process the final Contract Award.

MC1-202 VIOLATION OF DELEGATED PROCUREMENT AUTHORITY

Unless the Chief Procurement Officer specifies otherwise, the delegation of Procurement authority is for one (1) fiscal year or the balance of the fiscal year for which delegation is approved and is annually renewable per criteria outlined in MC1-201.C.

MC1-203 AUTHORITY TO CONTRACT FOR PROFESSIONAL SERVICES

- A. For the purpose of procuring Professional Services, any Using Agency may be delegated

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authority to act as a Purchasing Agency and negotiate Contracts for their own behalf subject to Board of Supervisors approval.

- B. Procedures for negotiating Professional Service Contracts are described in detail in MC1-355.
- C. For purposes of this Code, Professional Services as determined by the Board of Supervisors are:

- Appraisers
- Naturopathy
- Landscape Architects
- Dispensing Opticians
- Podiatrists
- Respiratory Therapists
- Teachers
- Psychologist
- Occupational Therapists
- Arbitrators
- Archaeologists
- Hydrologist
- Optometrists
- Physical Therapists
- Pharmacist
- Architects
- Engineers
- Nurses
- Geologists
- Certified Public Accounts
- Lobbyists
- Clergy
- Chiropractors
- Physician's assistants
- Dentist
- Attorneys
- Veterinarians
- Assayers
- Mediators
- Land Surveyors
- Construction Manager At Risk
- Physicians: Medical, Surgical, Psychiatrist
- Health Care facilities that provide a combination of Professional and/or para-professional Services.

For purpose of the Maricopa County Procurement Code, Services not specifically included in the above list of Professional Services shall be considered contractual Services and shall be procured in accordance with Section MCI-328 of the Code.

MC1-204 COUNTY PROCUREMENT POLICY AND PROCEDURES

- A. The Chief Procurement Officer may issue policies and procedures to carry out the purposes of this Code as necessary.
- B. The Chief Procurement Officer may issue standard forms and guidelines in compliance with the Code to facilitate and standardize County wide application of the Code.

MC1-205 COLLECTION OF DATA CONCERNING PUBLIC PROCUREMENT

All Using Agencies shall furnish such reports as the Chief Procurement Officer may require, including but not limited to, Construction activities, Material and Service usage, needs and stocks on hand, and the Chief Procurement Officer may prescribe forms for the use by the using entities in requisitioning, ordering and reporting of Construction, Commodities and Services.

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MC1-206 PROCUREMENT COMMITTEES

- A. The Chief Procurement Officer may appoint committees as necessary to carry out the purposes of this Code, including evaluation committees, standards committees, and advisory committees, to assist with respect to any Procurement or areas within the authority of the Chief Procurement Officer. A committee member who participates in any aspect of a specific Procurement shall be prohibited from receiving any benefits directly or indirectly from a Respondent or a Contract for such Procurement.

- B. Specifications prepared by a Procurement committee shall comply with Article 4 of the Maricopa County Procurement Code.

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MC1-300 APPLICABILITY

Article 3 of the Maricopa County Procurement Code applies to Procurements and contracting activities associated with the Solicitation of all Services and Commodities for County use which are not an integrated part of the design, Construction, reconstruction and remodel of County facilities which fall under Article 5.

MC1-301 SOLICITATION PROHIBITIONS

Any Bid or Proposal that is conditioned upon Award to the Respondent of both the particular Contract being solicited and another Maricopa County Contract shall be deemed nonresponsive or unacceptable.

MC1-302 TYPES OF CONTRACTS

Subject to the limitations of this Article, any type of Contract that is Advantageous to Maricopa County may be used, except the use of a Cost-Plus-A-Percentage-Of-Cost-Contract is prohibited.

MC1-303 AUTHORITY TO USE CONTRACT TYPES

- A. The following Contract types may be used by the Procurement Officer:
 - 1. Fixed Price-Contract, except fixed Price Cost incentive Contract;
 - 2. Lease; and
 - 3. Lease with purchase option.
- B. Any other type of Contract may be used only if the Purchasing Agency determines in writing prior to Solicitation that the use of that Contract type is permitted by law and is Advantageous to Maricopa County.

MC1-304 FIXED PRICE-CONTRACT

- A. A Fixed Price-Contract may be used if:
 - 1. The extent and type of work necessary to meet County requirements can be reasonably specified; and
 - 2. The Cost can be reasonably estimated.
- B. A firm Fixed Price-Contract may be used if Prices Advantageous to Maricopa County can

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be established at the outset of the Contract.

- C. Fixed Price-Contract with Price adjustment may be used if:
 1. The Solicitation for a Fixed Price-Contract with Price adjustment and the Contract specifies the basis for determining the Price adjustment; and
 2. The notice of Price adjustment is given by the Contractor in the manner and within the time specified in the Contract.

MC1-305 LEASE AND LEASE-PURCHASE CONTRACTS (EXCEPTING LEASE OF REAL PROPERTY)

- A. A lease or lease-purchase Contract may be entered into only after the Procurement Officer determines in writing that:
 1. A lease or lease-purchase is Advantageous to Maricopa County; and
 2. All conditions for renewal and Pricing Data are set forth in the lease or lease-purchase.
- B. All leases shall be signed by the Chairman of the Board of Supervisors.
- C. A purchase option in a lease may be exercised only if the lease containing the purchase option was Awarded pursuant to this Code and after the Procurement Officer determines in writing that the exercise of the purchase option is Advantageous to Maricopa County based upon estimated Costs and benefits of alternative methods of procuring comparable Commodities.

MC1-306 COST-REIMBURSEMENT AND COST INCENTIVE CONTRACTS

A Cost-Reimbursement or Cost incentive type Contract may be used only when the Purchasing Agency determines in writing that the use of such Contract is Advantageous to Maricopa County

MC1-307 TIME AND MATERIALS CONTRACTS AND LABOR HOUR CONTRACTS

- A. Time and Materials and labor hour Contracts shall, to the extent possible, contain a stated ceiling or an estimate of a contractual amount that shall not be exceeded without prior written approval of the Purchasing Agency.
- B. A time and Materials or labor hour Contract may be used if the Purchasing Agency determines in writing that:

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1. Personnel have been assigned to closely monitor the performance of the work; and
2. It is Advantageous to Maricopa County to use such Contract; and
3. No other Contract type is practicable.

MC1-308 OPTION PROVISIONS

- A. If the Procurement Officer determines that a Contract is to include an option for renewal, extension, or purchase, the applicable option provisions shall be included in the Solicitation.
- B. Before exercising any option for renewal, extension, or purchase the Chief Procurement Officer shall determine in writing that a new Solicitation is not more Advantageous to Maricopa County than the exercise of the particular option. The written extension justification document shall be retained in the appropriate Procurement file.

MC1-309 PURCHASE REQUESTS

- A. If a Using Agency determines the need for a Commodity or Service, it shall submit a Purchase Request.
- B. Upon receipt of a Purchase Request from a Using Agency, the Procurement Officer is authorized to determine the form and manner in which the Procurement shall be solicited.
- C. The Procurement Officer shall reject a Purchase Request if, after consultation with the requesting Using Agency, the Procurement Officer determines that it is not Advantageous to Maricopa County.
- D. Disagreements between a Using Agency and the Procurement Officer concerning actions taken under Subsection B or C, shall be brought to the Chief Procurement Officer for final resolution.

MC1-310 ASSIGNMENT OF THE RIGHTS AND DUTIES

The rights and duties of a Maricopa County Contract are not transferable or otherwise assignable without the written consent of the Procurement Officer.

MC1-311 CHANGE OF NAME

If a Contractor requests to change the name in which it holds a Maricopa County

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Contract, the Procurement Officer shall, upon receipt of a document indicating name change, enter into a written amendment with the Contractor to effect the name change. The amendment shall provide that no other terms and conditions of the Contract are changed.

MC1-312 INSTALLMENT PURCHASES

Installment purchases may be used when Advantageous to Maricopa County. If an installment purchase is used, provisions for installment purchase payments shall be included in the Solicitation document.

MC1-313 MULTIPLE-SOURCE CONTRACTING

- A. If the Procurement Officer anticipates that any of the Awards described in B through D of this section will be made, the Solicitation shall include a notification of the right of Maricopa County to make such an Award and the criteria upon which such an Award will be based.
- B. An Incremental Award may be made only if the Procurement Officer determines in writing that such an Award is necessary to obtain the required quantity or delivery.
- C. A Multiple Award shall be made only if the Procurement Officer determines in writing that a single Award is not Advantageous to Maricopa County. A Multiple Award shall be limited to the least number of suppliers necessary to meet the requirements of the Using Agency.
- D. A Regional Award may be made only if the Commodity or Service is required at widely scattered locations or a particular requirement is of a local nature.
- E. All Written Determinations of the Procurement Officer pertaining to any type of multiple source contracting shall be included in the appropriate Procurement file.

MC1-314 METHOD OF SOURCE SELECTION

Unless otherwise authorized by law, all Maricopa County Contracts shall be Awarded by Competitive Sealed Bidding as provided in MC1-315 through 324, MC1-325 through 327, MC1-328 through 339, MC1-340 through 345, MC1-374 through 379, and MC1-503 or as otherwise provided in this Code.

MC1-315 COMPETITIVE SEALED BIDDING

- A. Contracts shall be Awarded by Competitive Sealed Bidding except as otherwise provided in MC1-345, MC1-346 through 349, MC1-350 through 352, MC1-353 and 354, MC1-355

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through 379, and MC1-504.

- B. An Invitation For Bids shall be issued and shall include a Purchase Description and all contractual terms and conditions applicable to the Procurement.
- C. Advertisements made for Bids shall comply with statutory requirements. The advertisement shall state where sealed Bids will be delivered, the date Bids must be received and the date and time Bids are to be opened.
- D. Bids shall be opened publicly at the time and place designated in the Invitation For Bids. Bid information shall be open to public inspection in the manner prescribed by MC1-321.
- E. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the Invitation For Bids, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose, as prescribed in this Code. No criteria may be used in Bid evaluation that is not set forth in the Invitation For Bids.
- F. Clarifications may be requested from any Respondent.

MC1-316 INVITATION FOR BIDS

- A. In all Competitive Sealed Bidding for Supplies, Commodities, equipment and contractual Services, the Chief Procurement Officer shall issue the Invitation For Bids.
- B. In all Competitive Sealed Bidding for Construction, the Chief Procurement Officer, shall issue the Invitation For Bids.
- C. Invitation For Bids shall be issued in sufficient time before the date and time set for Bid closing to permit free competition, unless a shorter time is deemed necessary for a particular Procurement as determined in writing, by the Chief Procurement Officer.
- D. Content
 - 1. The Invitation For Bids shall include the following:
 - a. Instructions and information to Respondents concerning the Bid submission requirements, including the time and date set for Bid closing, the address of the office to which Bids are to be received, the period that the Bid shall remain open, and any other special information;
 - b. The Purchase Description, Specifications, evaluation criteria, delivery or

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performance schedule, and inspection and acceptance requirements;
and

- c. The Contract terms and conditions, including warranty and bonding or other security requirements, as applicable.
- 2. If the Invitation For Bids incorporates documents by reference, the Invitation For Bids shall specify where such documents may be obtained.
- 3. Responding to an Invitation For Bids shall serve as acknowledgment by the Respondent of the receipt of all addenda issued.
- 4. An Invitation For Bids may require the submission of Bid samples, Descriptive Literature, technical Data and may require a demonstration, inspection or testing of a product before Award.
- E. The Chief Procurement Officer shall make available to all prospective Respondents the Invitation For Bids or notices of the availability of Invitation For Bids.
- F. A record shall be maintained of prospective Respondents notified of Invitations for Bid.

MC1-317 PRE-BID CONFERENCES

A Procurement Officer may conduct a pre-bid conference within a reasonable time, at least seven days prior to Bid closing, to explain the Procurement requirements. Statements made during the pre-bid conference shall not be considered an addendum to the Invitation For Bids unless a written addendum is issued pursuant to MC1-318.

MC1-318 ADDENDUM TO INVITATIONS FOR BIDS

- A. An addendum to an Invitation For Bids shall be issued if necessary to:
 - 1. Make changes in the Invitation For Bids;
 - 2. Correct defects or ambiguities; or
 - 3. Furnish to other Respondents information given to one Respondent, if the information will assist the other Respondents in submitting Bids or if the lack of the information will prejudice the other Respondents.
- B. An addendum to Invitations for Bid shall be so identified and be made available to all prospective Respondents.

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- C. Addendums shall be issued within a reasonable time before Bid closing to allow prospective Respondents to consider them in preparing their Bids. If the time and date set for Bid closing does not permit sufficient time for Bid preparation, the time and date for Bid closing shall be extended by addendum.

MC1-319 PRE-CLOSING MODIFICATION OR WITHDRAWAL OF BIDS

- A. A Respondent may modify or withdraw its Bid at any time before Bid closing if the modification or withdrawal is received before the date and time set for Bid closing in the location designated in the Invitation For Bids for receipt of Bids.
- B. A document concerning a modification or withdrawal of a Bid shall be retained in the appropriate Procurement file.

MC1-320 LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

- A. A Bid, modification or withdrawal is late if it is received at the location designated in the Invitation For Bids for receipt of Bids after the date and time set for Bid closing.
- B. A late Bid, late modification or late withdrawal shall be rejected.

MC1-321 RECEIPT, OPENING, AND RECORDING OF BIDS

- A. The time and date of each Bid and modification received shall be recorded upon receipt and be secured until the time and date set for Bid closing.
- B. A document received that is not identified as a response to a Solicitation or does not identify the Respondent or Solicitation may be opened solely for the purpose of identification. A Record shall be made of the reason for opening it, the date and time it was opened, the Solicitation to which the Bid responded and the signature of the person who opened the Document. The record shall be retained in the appropriate Procurement file.
- C. Bids shall be opened publicly at the time, date and location as designated in the Invitation For Bids. The name of each Respondent, the Bid Price, and other information deemed appropriate by the Procurement Officer shall be read aloud. A Bid Abstract shall be available for public inspection as soon as practicable.
- D. The Bids shall not be opened for public inspection until after a Contract has been Awarded. After Contract Award, the Bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law or is determined to be confidential pursuant to MC1-104.

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MC1-322 MISTAKES IN BIDS

- A. A Respondent may correct mistakes discovered before the date and time set for Bid closing by withdrawing or correcting the Bid as provided in MC1-319.
- B. After Bid closing, a Bid mistake based on an error in judgment may not be corrected or withdrawn.
- C. After Bid closing, the Procurement Officer can waive Minor Informalities in a Bid if Advantageous to Maricopa County. Any waiver must be in writing and retained in the appropriate Procurement file.
- D. After Bid closing, the Chief Procurement Officer may permit a Respondent to correct or withdraw a Bid without penalty if a mistake is clearly evident on the face of the Bid.
- E. After Bid closing, the Bid may not be withdrawn and may be corrected to the intended Bid if a Bid mistake and the intended Bid are evident on the face of the Bid.
- F. If correction or withdrawal of a Bid after Bid closing is permitted under this section, a Written Determination shall be prepared and placed in the procurement file showing that the relief was permitted.

MC1-323 BID EVALUATION AND AWARD

- A. The Contract shall be Awarded to the lowest Responsive and Responsible Respondent whose Bid meets the requirements and the evaluation criteria set forth in the Invitation For Bids. Unless otherwise provided in the Invitation For Bids, Award may be made by individual line item, by group of line items, or for the aggregate total of all line items.
- B. A product evaluation may be conducted to determine whether a Respondent's product is acceptable as set forth in the Invitation For Bids but not to determine whether one Respondent's product is superior to another Respondent's product. Any Respondent's Offer that does not meet the acceptability requirements shall be rejected as nonresponsive.
- C. Bids shall be evaluated to determine which Respondent Offers the lowest Cost to Maricopa County in accordance with the evaluation criteria set forth in the Invitation For Bids. Only objectively measurable criteria that are set forth in the Invitation For Bids shall be applied in determining the lowest Respondent. Examples of such criteria include, but are not limited to, transportation Cost, energy Cost, ownership Cost, and other identifiable Costs or Total Life Cycle Cost formula. Evaluation factors need not be precise predictors of actual future Costs, but to the extent possible the evaluation factors

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shall be reasonable estimates based upon information the Procurement Officer has available concerning future use.

- D. A Contract may not be Awarded to a Respondent submitting a higher quality item than that designated in the Invitation For Bids unless the Respondent is also the lowest Respondent as determined under Subsection C of this Section. The Procurement Officer may seek written Clarification of a Bid but this does not permit Negotiations with any Respondent.
- E. If there are two or more low Responsive Bids from Responsible Respondents that are identical in Price and that meet all the requirements and criteria set forth in the Invitation For Bids, Award may be made by drawing lots or any random chance manner that will resolve the tie. If time permits, the Respondents involved shall be given an opportunity to attend the drawing or other random chance manner selected to resolve the tie. The drawing or other random chance manner selected shall be witnessed by at least one person other than the Procurement Officer.
- F. A record showing the basis for determining the successful Respondent shall be retained in the Procurement file.
- G. A written notice of Award shall be sent to the successful Respondent. The notice of Award shall be made available to the public.

MC1-324 ONLY ONE RESPONSE RECEIVED

If only one response is received to a Solicitation, an Award may be made to the single Respondent if the Procurement Officer determines in writing that the Price submitted is fair and reasonable, and that either other prospective Respondents had reasonable opportunity to respond, or there is not adequate time for resolicitation. Otherwise the response may be rejected pursuant to the provisions of MC1-359 and:

1. A new Solicitation may be issued. If a new Solicitation is issue, the single response to the previous Solicitation shall be remain confidential until Award or cancellation of the new Solicitation; or
2. The proposed Procurement may be canceled; or
3. If the Procurement Officer determines in writing that the need for the Commodity or Service continues and the acceptance of the one response is not Advantageous to Maricopa County, the Procurement may then be conducted in a manner determined by the Chief Procurement Officer to be most Advantageous to the County.

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MC1-325 MULTI-STEP SEALED BIDDING

- A. The multi-step sealed bidding method may be used if the Procurement Officer determines that:
1. Available specifications or Purchase Descriptions are not sufficiently complete to permit full competition without technical evaluations and Negotiations to ensure mutual understanding between each Respondent and Maricopa County;
 2. Definite criteria exist for evaluation of Technical Proposals;
 3. More than one technically qualified source is expected to be available; and
 4. A Fixed Price-Contract will be used.
- B. The Procurement Officer may hold a conference with Respondents before submission or at any time during the evaluation of the unpriced Technical Proposals.

MC1-326 PHASE ONE OF MULTI-STEP BIDDING

- A. Multi-Step sealed bidding shall be initiated by the issuance of an invitation to submit Technical Proposals. The invitation to submit Technical Proposals shall be issued according to MC1-316 and shall contain the following information:
1. Notice that the Procurement shall be conducted in two phases and that Priced Bids will be considered only in the second phase and only from those Respondents who's unpriced Technical Proposals are found acceptable in the first phase;
 2. The best description of the Commodities or Services desired;
 3. The requirements for the Technical Proposals, such as drawings and Descriptive Literature;
 4. The criteria for evaluating Technical Proposals;
 5. The closing date and time for receipt of Technical Proposals and the location where Proposals should be delivered or mailed; and
 6. A statement that Negotiations may be held.
- B. The Request For Technical Proposal may be amended after the submission of the unpriced Technical Proposals. The amendment shall be distributed only to Respondents

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who submitted unpriced Technical Proposals, and those Respondents shall be permitted to submit new unpriced Technical Proposals or to amend the Proposals already submitted. If an amendment materially changes the Procurement, the Request For Technical Proposals shall be canceled or reissued.

- C. Unpriced Technical Proposals shall not be opened publicly, but shall be opened in the presence of two or more Procurement officials. The contents of unpriced Technical Proposals shall not be disclosed to unauthorized persons.
- D. Unpriced Technical Proposals shall be evaluated solely in accordance with the criteria set forth in the Request For Technical Proposal and shall be determined to be either acceptable for further consideration or unacceptable. A determination that an unpriced Technical Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the Procurement file.
- E. The Procurement Officer may conduct Negotiations with any Respondent who submits an acceptable Technical Proposal. During Negotiations, the Procurement Officer shall not disclose any information derived from one unpriced Technical Proposal to any other Respondent. After Negotiations, the Procurement Officer shall establish a closing date for receipt of final Technical Proposals and shall notify in writing Respondents submitting acceptable Proposals of the closing date. The Procurement Officer shall keep a record of all Negotiations.
- F. After receipt of final Technical Proposals, the Procurement Officer shall determine whether the Technical Proposals are acceptable for consideration in phase two or unacceptable. If the Procurement Officer determines a Respondent's unpriced Technical Proposal is unacceptable, the Procurement Officer shall notify that Respondent of the determination and the Respondent shall not be afforded an opportunity to amend its Technical Proposal.
- G. At any time during phase one, Proposals may be withdrawn or Clarifications may be requested from Respondents.

MC1-327 PHASE TWO OF MULTI-STEP SEALED BIDDING

- A. Upon completion of phase one, the Procurement Officer shall issue an Invitation For Bids and conduct phase two under MC1-316 through MC1-323 as a Competitive Sealed Bidding Procurement, except that the Invitation For Bids shall be issued only to Respondents whose final Technical Proposals were determined to be acceptable in phase one.
- B. Unpriced Technical Proposals of unsuccessful Respondents shall be open to public inspection to the extent set forth in MC1-321.

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MC1-328 COMPETITIVE SEALED PROPOSALS

- A. If it is determined that the use of Competitive Sealed Bidding is either not practicable or not Advantageous to Maricopa County, a Contract may be entered into by Competitive Sealed Proposals. The Chief Procurement Officer may determine that it is either not practicable or not Advantageous to Maricopa County to procure specified types of Commodities or Services by Competitive Sealed Bidding, except that the Competitive Sealed Proposal method shall not be used for Construction Contracts.
- B. Proposals shall be solicited through a Request For Proposals.
- C. Public notice of the Request For Proposals shall be given in the same manner as provided in MC1-315.
- D. Proposals shall be opened publicly at the time and place designated in the Request For Proposals. Only the name of each Respondent shall be publicly read and recorded. All other information contained in the Proposals shall be deemed confidential until Award or cancellation of the Solicitation. All information contained in the Proposals shall be open for public inspection after Contract Award or cancellation of the Solicitation, except those portions deemed confidential in accordance with MC1-104.
- E. The Request For Proposals shall list the evaluation criteria in the order of their importance, except that one or more of the criteria may be given equal weight. Specific numerical weighting is not required.
- F. Clarifications may be requested from Respondents.
- G. Negotiations may be conducted with Responsible Respondents who submit Proposals determined to be reasonably susceptible of being selected for Award. Revisions may be permitted after submissions and before Award for the purpose of obtaining best and final Offers. In conducting Negotiations, there shall be no disclosure of any information derived from Proposals submitted by competing Respondents.
- H. The Award shall be made to the Responsible Respondent whose Proposal is determined in writing to be the most Advantageous to Maricopa County taking into consideration the evaluation factors set forth in the Request For Proposals. No other factors or criteria may be used in the evaluation. The Contract file shall contain a Written Determination of the basis for the Award.

MC1-329 COMPETITIVE SEALED PROPOSAL DETERMINATION

- A. The Chief Procurement Officer may make a determination that it is either not practicable

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or not Advantageous to Maricopa County to procure specified types of Commodities or Services by Competitive Sealed Bidding. The Chief Procurement Officer may modify or revoke a determination at any time.

B. Competitive Sealed Bidding may not be practicable or Advantageous if it is necessary to:

1. Use other than a Fixed-Price Contract; or
2. Conduct oral or written Negotiations with Respondents concerning aspects of their Proposals; or
3. Afford Respondents an opportunity to revise their Proposals; or
4. Compare the different Price, quality, and contractual factors of the Proposals submitted; or
5. Conduct Negotiations with one or more of the Respondents to the Solicitation.
6. Award a Contract in which Price is not the determining factor.

MC1-330 REQUEST FOR PROPOSALS

A. A Request For Proposals shall set forth those factors listed in MC1-316.D that are applicable and shall also state:

1. Type of Services or Commodities required and a description of the work involved;
2. Type of Contract to be used;
3. Contract duration;
4. Whether Cost or Price Data is required;
5. That Respondents may designate portions of the Proposal as confidential in accordance with MC1-104;
6. The Minimum information that the Proposal shall contain; and
7. The closing date and time for receipt of Proposals.

B. A Request For Proposals shall be issued at least ten days before the closing date and time for receipt of Proposals unless a shorter time is determined necessary in writing by the Chief Procurement Officer.

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- C. Request For Proposal forms shall be approved by the Chief Procurement Officer.
- D. Addenda to Requests For Proposals shall be made in accordance with MC1-318.

MC1-331 PRE-PROPOSAL CONFERENCES

Pre-proposal conferences may be convened in accordance with MC1-317.

MC1-332 LATE PROPOSALS, MODIFICATIONS, MISTAKES OR WITHDRAWALS

- A. A Proposal received after the closing date and time for receipt of Proposals is late and shall not be considered. A best and final Offer received after the closing date and time for receipt of best and final Offers is late and shall not be considered.
- B. A modification of a Proposal received after the closing date and time for receipt of Proposals is late and shall not be considered.
- C. A modification of a Proposal resulting from an addendum issued after the closing date and time for receipt of Proposals shall be considered if received by the closing date and time set forth in the addendum or by the closing date and time for submission of best and final Offers, whichever is applicable. A modification of a Proposal resulting from Negotiations shall be considered if received by the closing date and time set forth in the addendum, or by the closing date and time for submission of best and final Offers, whichever is applicable. If the modifications described in this Subsection are received after the respective date and time described in the Subsection, the modifications are late and shall not be considered.
- D. A Proposal may be withdrawn at any time before the closing date and time set forth in the solicitation or for receipt of best and final Offers.
- E. Prior to the date and time set for receipt of best and final Offers, any Respondent with whom Negotiations have been held may withdraw its Proposal or correct any mistake by modifying the Proposal.
- F. After receipt of best and final Offers, a Respondent may withdraw a Proposal or correct a mistake in accordance with MC1-322.B through E.

MC1-333 RECEIPT OF PROPOSALS

- A. Each Proposal received shall be time stamped and retained in a secure place until the closing date and time for receipt of Proposals. A register of Proposals shall be prepared and shall set forth the name of each Respondent and the identity of the Request For

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Proposals for which the Proposal was submitted.

- B. Proposals shall be opened in the presence of a witness at the time, date and location, specified in the Solicitation. Proposals shall be shown only to Maricopa County personnel having a legitimate interest in them or persons assisting Maricopa County in evaluation.
- C. If only one Proposal is received in response to a Request For Proposals, the Procurement Officer may either recommend an Award in accordance with MC1-324, cancel the Solicitation, or, resolicit. If a new Solicitation is issue, the single response to the previous solicitation shall be remain confidential until Award or cancellation of the new Solicitation

MC1-334 EVALUATION OF PROPOSALS

- A. The Chief Procurement Officer shall select and appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No member of the Board of Supervisors or their district staff shall participate in the evaluation of Proposals.
- B. Proposals shall be evaluated on the factors set forth in the Request For Proposals. No other factors or criteria may be used in the evaluation.
- C. For the purpose of Negotiations, the Procurement Officer shall determine that Proposals are either reasonably susceptible of being selected for Award or unacceptable. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the Procurement file.

MC1-335 NEGOTIATIONS WITH INDIVIDUAL RESPONDENTS

The Procurement Officer shall establish procedures and schedules for conducting Negotiations. Disclosure of one Respondent's Price or any information derived from competing Proposals is prohibited. Any Response to a Procurement Officer's request for Clarification of a Proposal shall be in writing. The Procurement Officer shall keep a record of all Negotiations.

For the purposes of conducting Negotiations with Respondent's, the Procurement Officer is authorized to use either of the following methods which, in his/her judgment, best meets the unique requirements of each Solicitation process.

- A. Concurrent Negotiations. Negotiations may be conducted concurrently with Responsible Respondents for the purpose of determining source selection and/or Contract Award.
- B. Exclusive Negotiations. A determination may be made by the Chief Procurement Officer to enter into exclusive Negotiations with the Responsible Respondent whose Proposal is

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determined in the selection process to be most Advantageous to the County. Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Respondent. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Respondent without the need to repeat the formal Solicitation process.

MC1-336 BEST AND FINAL OFFERS

The Procurement Officer may issue a written request for best and final Offers. The request shall set forth the date, time and place for the submission of best and final Offers. Best and final Offers shall be requested only once, unless the Chief Procurement Officer makes a Written Determination that it is Advantageous to the County to request additional best and final Offers. The request for best and final Offers shall inform Respondents that if they do not submit a notice of withdrawal or a best and final Offer, their immediate previous Offer will be construed as their best and final Offer.

MC1-337 EXTENSION OF ACCEPTANCE TIME

After receipt of Bids or Proposals, if the Procurement Officer determines that a Contract cannot be Awarded within the time limits stated in the Solicitation, a written extension may be requested from the Respondent to allow additional time to Award the Contract.

MC1-338 CONTRACT NEGOTIATIONS

After the Respondent who is determined to be most Advantageous to the County has been selected through the source selection process, Negotiations may be conducted for the purpose of developing a recommended Contract for Award.

MC1-339 CONTRACT AWARD

- A. The Procurement Officer shall recommend, to the Board of Supervisors, Award of a Contract to the Respondent whose Proposal is determined in writing to be most Advantageous to Maricopa County based on the factors set forth in the Request For Proposals. The determination shall explain the basis of the Award.
- B. After final Contract execution, the Proposals shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the Respondent designates a portion of its Proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with MC1-104.

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MC1-340 MULTI-STEP COMPETITIVE SEALED PROPOSALS

- A. If the Chief Procurement Officer and Procurement Officer determine in writing that the use of Competitive Sealed Bidding is either not practicable or not Advantageous to Maricopa County, a Contract may be entered into using Multi-Step Competitive Sealed Proposals. The Chief Procurement Officer may determine that it is either not practicable or not Advantageous to Maricopa County to procure specified types of Commodities or Services by Competitive Sealed Bidding, except that the Multi-Step Competitive Sealed Proposal method shall not be used for Construction Contracts.
- B. Proposals shall be solicited through a two step Request For Proposals process composed of requesting unpriced Technical Proposals from Respondents followed by a second phase composed of inviting Respondents determined to have submitted acceptable technical Offers to submit pricing Offers.
- C. Public notice of the Multi-Step Request For Proposals shall be given in the same manner as provided in MC1-315.
- D. Pre-proposal conferences may be convened in accordance with MC1-317.
- E. Late, modifications, mistakes or withdrawals of Proposals will be conducted in accordance with MC1-332.
- F. Proposals shall be received and opened in the same manner as provided in MC1-333.
- G. Proposals shall be evaluated in the same manner as provided in MC1-334.
- H. Clarifications may be requested from Respondents.
- I. Negotiations with Responsible Respondents in the same manner as provided in MC1-335 and MC1-338.
- J. Requests for best and final Offers shall be conducted in the same manner as provided in MC1-336.
- L. Requests for extension of acceptance time shall be conducted in the same manner as provided in MC1-337.
- M. The Award shall be made to the Responsible Respondent in the same manner as provided in MC1-339.

MC1-341 MULTI-STEP COMPETITIVE SEALED PROPOSAL DETERMINATION

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- A. The Chief Procurement Officer may make a determination that it is either not practicable or not Advantageous to Maricopa County to procure specified types of Commodities or Services by Competitive Sealed Bidding. The Chief Procurement Officer may modify or revoke a determination at any time.
- B. Competitive Sealed Bidding may not be practicable or Advantageous if it is necessary to:
 - 1. Use other than a Fixed-Price Contract; or
 - 2. Conduct oral or written Negotiations with Respondents concerning aspects of their Offers; or
 - 3. Afford Respondents an opportunity to revise their Offers; or
 - 4. Compare the different Price, quality, and contractual factors of the Offers submitted; or
 - 5. Conduct Negotiations with one or more of the Respondents to the Solicitation.
 - 6. Award a Contract in which Price is not the determining factor.

MC1-342 PHASE ONE OF MULTI-STEP REQUEST FOR PROPOSALS

- A. Multi-Step Request For Proposals shall be initiated by issuance of an invitation to submit unpriced Technical Proposals. The invitation to submit Technical Proposals shall set forth those factors listed in MC1-316.D that are applicable and shall also state:
 - 1. Type of Services or Commodities required and a description of the work involved;
 - 2. Type of Contract to be used;
 - 3. Contract duration;
 - 4. A statement Negotiations may be held to discuss Technical Proposals;
 - 5. That Respondents may designate portions of the Proposal as confidential in accordance with MC1-104;
 - 6. The Minimum information that the Proposal shall contain, such as drawing Descriptive Literature; and
 - 7. The closing date and time for receipt of Proposals.
- B. Multi-Step Request For Proposals shall be issued at least ten days before the closing date

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and time for receipt of Proposals unless a shorter time is determined necessary in writing by the Chief Procurement Officer.

- C. Multi-Step Request For Proposal forms shall be approved by the Chief Procurement Officer.
- D. Addenda issued prior to the closing date and time for receipt of Multi-Step Requests For Proposals Technical Offers shall be made in accordance with MC1-318.
- E. Technical Proposals may be amended after submission. The addenda requesting amendments after the closing date and time for receipt to Technical Proposals shall be distributed only to Respondents who submitted unpriced Technical Proposals, and those Respondents shall be permitted to submit new unpriced Technical Proposals or to amend the Proposals already submitted. If an amendment materially changes the Procurement, the Request for Technical Proposals shall be canceled or reissued.

MC1-343 PHASE TWO OF MULTI-STEP REQUEST FOR PROPOSALS

- A. Upon completion of phase one, the Procurement Officer shall issue an request for Pricing Proposals only to Respondents whose final Technical Proposals were determined to be acceptable in phase one.
- B. Negotiations may be conducted with Responsible Respondents who submit Pricing Proposals determined to be reasonably susceptible to being selected for Award. Revisions may be permitted after submissions and before Award for the purpose of obtaining best and final Offers. In conducting Negotiations, there shall be no disclosure of any information derived from Proposals submitted by competing Respondents.
- C. The Award shall be made to the Responsible Respondent whose Proposal is determined in writing to be the most Advantageous to Maricopa County taking into consideration the evaluation factors set forth in the Request For Technical Proposals and the submitted Pricing Proposals. The Contract file shall contain a Written Determination of the basis for the Award.

MC1-344 EVALUATION OF MULTIPLE STEP PROPOSALS

- A. The Director shall select and appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No member of the Board of Supervisors shall participate in the evaluation of Proposals.
- B. Proposals shall be evaluated on the factors set forth in the Request for Technical Proposals. No other factors or criteria may be used in the evaluation.

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- C. For the purpose of Negotiations, the Procurement Officer shall determine that Proposals are either reasonably susceptible of being selected for Award or unacceptable. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the Procurement file.
- D. Concurrent Negotiations. Negotiations may be conducted concurrently with Responsible Respondents for the purpose of determining source selection and/or Contract Award.
- E. Exclusive Negotiations. A determination may be made by the Chief Procurement Officer to enter into exclusive Negotiations with the Responsible Respondent whose Proposal is determined in the selection process to be most Advantageous to the County. Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Respondent. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Respondent without the need to repeat the formal Solicitation process.

MC1-345 INVITATION TO NEGOTIATE

- A. If the Chief Procurement Officer and Procurement Officer determine in writing that the use of Competitive Sealed Bidding or Competitive Sealed Proposals are not practicable, Advantageous or do not Offer the Best Value to Maricopa County, a Contract may be entered into through an Invitation to Negotiate. The Chief Procurement Officer may make a determine that it is neither practicable, nor Advantageous to Maricopa County to procure specified types of unique Commodities or Services by Competitive Sealed Bidding or Competitive Sealed Proposals, except that the Invitation to Negotiate method shall not be used for Construction Contracts.
- B. Offers shall be solicited through an Invitation to Negotiate.
- C. Public notice of the Invitation to Negotiate shall be given in the same manner as provided in MC1-315.
- D. Offers shall be opened publicly at the time and place designated in the Invitation to Negotiate. Only the name of each Respondent shall be publicly read and recorded. All other information contained in the Offers shall be deemed confidential until Award or cancellation of the Solicitation. All information contained in the Offers shall be open for public inspection after Contract Award or cancellation of the Solicitation, except those portions deemed confidential in accordance with MC1-104.
- E. The Procurement Officer shall evaluate and determine if an Offer is acceptable. The

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Procurement Officer shall select one or more Respondents with which to begin Negotiations. After Negotiations are conducted, the Contract shall be Awarded to the Responsible and Responsive Respondent determined to provide the Best Value to Maricopa County. The Contract file must contain a short concise statement that explains the basis for Respondents selection and that sets forth the Respondent's deliverables and Price, pursuant to the Contract, along with a determination in writing explanation of how these deliverables and Price provide the Best Value to Maricopa County.

MC1-346 PROCUREMENT NOT EXCEEDING AN AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

- A. Any Procurement other than a Procurement under Article 5, which does not exceed an aggregate dollar amount of \$100,000 may be made in accordance with the following procedures except that the Procurement shall be made with such competition as is practicable under the circumstances. Procurement requirements shall not be artificially divided or fragmented so as to constitute a purchase under this section and to circumvent the source selection procedures required by MC1-315 through 324, MC1-325 through 327, MC1-328 through 339, MC1-340 through 344, or MC1-352.D.3.
- B. If practical, purchases estimated to Cost \$50,000 or more, but not exceeding \$100,000, shall be made in accordance with the following procedures:
 - 1. The Procurement Officer shall solicit written quotations by issuing a Request For Quotations to at least five vendors, if possible.
 - 2. Respondents shall submit quotations on a form approved by the Chief Procurement Officer and the quotations shall be recorded and placed in the Procurement file.
 - 3. The Award is made to the Respondent in accordance with the procedures for the Solicitation method chosen in MC1-346.A.
 - 4. If only one responsive quotation is received, the purchase may be made based on that quotation upon a determination that the Price is fair and reasonable. A statement shall be included in the Contract file setting forth the basis for determining that the Contract is fair and reasonable. This determination may be based on a comparison of the proposed Price with Prices found reasonable on previous purchases or current Price lists.
 - 5. Pricing on written quotations is to remain confidential until the transaction is complete, i.e., the purchase order is issued.
- C. If practical, purchases estimated to Cost \$25,000 or more, but less than \$50,000, shall be

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made in accordance with the following procedures:

1. The Procurement Officer shall solicit written quotations by issuing a Request For Quotations to at least three vendors, if possible.
 2. Respondents shall submit quotations on a form approved by the Chief Procurement Officer and the quotations shall be recorded and placed in the Procurement file.
 3. The Award is made to the Respondent in accordance with the procedures for the Solicitation method chosen in MC1-346.A.
 4. If only one responsive quotation is received, the purchase may be made based on that quotation upon a determination that the Price is fair and reasonable. A statement shall be included in the Contract file setting forth the basis determining that the Price is fair and reasonable. This determination may be based on a comparison of the proposed Price with Prices found reasonable on previous purchases or current Price lists.
 5. Pricing on written quotations is to remain confidential until the transaction is complete, i.e., the purchase order is issued.
- D. If practical, purchases estimated to Cost \$5,000 or more, but less than \$25,000, shall be made in accordance with the following procedures:
1. The Procurement Officer shall solicit oral quotations from at least three vendors, if possible.
 2. Quotations received shall be recorded and placed in the Procurement file.
 3. The Award shall be made to the Respondent in accordance with the procedures for the Solicitation method chosen in MC1-346.A.
 4. If only one responsive quotation is received, the purchase may be made based on that quotation upon a determination that the Price is fair and reasonable. A statement shall be included in the Contract file setting forth the basis for determining that the Contract is fair and reasonable. This determination may be based on a comparison of the proposed Price with Prices found reasonable on previous purchases or current Price lists.
 5. Pricing on oral quotations is to remain confidential until the transaction is complete, i.e., the purchase order is issued.

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- E. For purchases of less than \$5,000 the Procurement Officer shall utilize procedures established by the Chief Procurement Officer providing for adequate and reasonable competition and for making records to facilitate auditing including the following:
1. Purchases less than \$5,000 may utilize a single selection process based on vendor experience, stock availability and delivery requirements.
 2. Pricing on telephone and written quotations is to remain confidential until the transaction is complete, i.e., the purchase order is issued.

MC1-347 SOLE SOURCE NOT EXCEEDING AN AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

The Chief Procurement Officer may make the determination that the sole source method set forth in MC1-349 shall be used if a Commodity or Service is available from only one vendor, and the purchase is estimated to Cost no more than \$100,000. This section does not apply to Procurements described in MC1-346.E. The written documentation of the basis for the sole source Procurement shall be included in the Contract file.

MC1-348 SOLE SOURCE PROCUREMENT EXCEEDING AN AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

The Board of Supervisors may Award a contract for a Commodity or Service without competition by the Board of Supervisors based on written documentation submitted by the Using Agency that there is only one source for the required Commodity or Service. Sole source Procurement shall be avoided, except when no reasonable alternative source exists. The written documentation of the basis for the sole source Procurement shall be included in the Contract file.

MC1-349 SOLE SOURCE PROCUREMENT PROCEDURE

- A. Except as provided in MC1-347, the County Using Agency shall submit justification in writing to the Board of Supervisors that a sole source Procurement is required. Sole source Procurement shall not be used unless there is clear and convincing evidence that there is only one source. Any request by a Using Agency that a Procurement be restricted to one potential Contractor shall be accompanied by an explanation as to why no other would be suitable or acceptable to meet the need. The Using Agency requesting sole source Procurement shall provide written evidence to support a sole source determination. A requirement for a particular proprietary item does not alone justify a sole source Procurement if there is more than one potential Respondent for that item.
- B. Upon prior approval of the Board of Supervisors, the Procurement Officer shall negotiate with the single supplier, to the extent practicable, a Contract Advantageous to Maricopa

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- C. The provisions of this Code apply to all sole source Procurements unless emergency conditions exist as defined in MC1-353.
- D. Examples of sole source Procurements include but are not limited to:
 1. Where compatibility of equipment, accessories, systems, technology, or replacement parts is a paramount consideration; or
 2. Where an item is required for trial use or testing.

MC1-350 COMPETITION IMPRACTICABLE PROCUREMENT NOT EXCEEDING AN AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

The Chief Procurement Officer may make a Written Determination that the competition impracticable method set forth in MC1-352 shall be used if a Commodity or Service is available from more than one vendor, however, because of standardization, warranty, or other factors approved by the Chief Procurement Officer a competitive Procurement is deemed impractical and the purchase is estimated to Cost no more than \$100,000. This section does not apply to Procurements described in MC1-346.E, MCI 347 and MC1-348. The written documentation supporting the competition impracticable Procurement shall be included in the Contract file.

MCI-351 COMPETITION IMPRACTICABLE PROCUREMENT EXCEEDING AN AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS

The Board of Supervisors may Award a Contract for a Commodity or Service that is available from more than one vendor without competition based on written documentation submitted by the Using Agency that while the Commodity or Service is available from other sources, competition is impractical because of standardization, warranty, or other factors as approved by the Board of Supervisors. The written documentation supporting the competition impracticable Procurement shall be included in the Contract file.

MC1-352 SINGLE SOURCE PROCUREMENT PROCEDURE

- A. Except as provided in MC1-350 the County Using Agency shall submit Written Justification that a competition impracticable Procurement is required. Competition impracticable Procurement shall not be used unless there is clear and convincing evidence that competition is impractical. Any request by a Using Agency that a Procurement be restricted to one potential vendor shall be accompanied by an explanation as to why no other would be suitable or acceptable to meet the need. The Using Agency requesting a competition impracticable Procurement shall provide written evidence to support a

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competition impracticable determination containing the following:

1. An explanation of the need and the unusual or unique situation that makes compliance with MC1-315 through 324, MC1-325 through 327, MC1-328 through 339, or MC1-340 through 344 impracticable, unnecessary or contrary to the public interest;
 2. A definition of the proposed procurement process to be utilized and an explanation of how this process will foster as much competition as is practicable;
 3. An explanation of why the proposed procurement process is Advantageous to the County; and
 4. The scope, duration, and estimated total dollar value of the procurement.
- B. Upon prior approval, the Procurement Officer shall negotiate with the single supplier, to the extent practical, a Contract Advantageous to Maricopa County.
- C. The provisions of this Code apply to all competition impracticable Procurements unless emergency conditions exist as defined in MC1-353.
- D. Examples of competition impracticable Procurements include but are not limited to:
1. In the case of new facility Construction or remodels where systems are installed as part of the Construction project that have warranty terms that require additional modifications, programming changes or other items outside of normal warranty related items during the warranty period be completed by original installing vendor or the warranty is voided. These systems may include elevators, security systems, etc.
 2. Items or services approved as a County-wide standard.

MC1-353 EMERGENCY PROCUREMENT

- A. Notwithstanding any other provisions of this Code, upon declaration of an emergency or other approval as required under MC1-354, the Chief Procurement Officer may make or authorize others to make emergency Procurements if there exists a threat to public health, welfare, property or safety or if a situation exists which makes compliance with MC1-315 through 324, MC1-325 through 327, MC1-328 through 339, or MC1-340 through 344 impracticable, unnecessary or contrary to the public interest. Such emergency Procurements shall be made with such competition that is practicable under the circumstances. A Written Determination of the basis for the emergency and for the selection of the particular Contractor shall be included in the Contract file.
- B. Emergency conditions may arise from, but are not limited to, floods, epidemics, riots or equipment failures. An emergency condition creates an immediate and serious need for

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Commodities, Services or Construction that cannot be met through normal Procurement methods and that seriously threatens the functioning of Maricopa County Government, the preservation of property or the public health or safety.

- C. An emergency Procurement shall be limited in time and quantity to those Commodities, Services or Construction necessary to satisfy the emergency need. Emergency approvals by the County Manager or Chief Procurement Officer are limited to one year in duration. Emergencies based upon an emergency declaration are valid for the duration of the declared emergency.

MC1-354 EMERGENCY PROCUREMENT PROCEDURE

- A. A Using Agency seeking an emergency Procurement shall prepare a requisition documenting the existence of an emergency condition, how it arose and explaining the extent of Procurement needed. The requisition shall be approved by the elected official, department head or other designated official of the Using Agency.
- B. Emergency Procurements based on a declared emergency are to include a copy of the emergency resolution with the requisition. Emergency procurements less than \$100,000 must be approved by the Chief Procurement Officer. Emergency Procurements with a value between \$100,000 and \$5,000,000 must be approved by the County Manager, not to exceed \$10,000,000 per week for the duration of the emergency. All other emergency procurements must be approved by the Board of Supervisors.
- C. The County Manager or Board of Supervisors shall determine in writing whether to grant the request. If the request is approved by the County Manager or the Board of Supervisors, it shall be forwarded to the Office of Procurement Services for expeditious processing. The County Manager shall submit to the Board of Supervisors by the last business day of each month and for successive months, as applicable, a report providing a status of the emergency until the situation has been satisfactorily resolved.
- D. A copy of each requisition processed under this procedure shall be kept on file in the Using Agency requesting the emergency Procurement and the Office of Procurement Services.
- E. If the nature of the emergency does not permit submission of a timely requisition, the Elected Official or Department Head may make an oral request to the County Manager or Chairman of the Board of Supervisors who may make an oral determination and delegation. The requisition required under Subsection A shall be submitted to the County Manager or Chairman of the Board of Supervisors for formal approval.
- F. The County Manager or Chairman of the Board of Supervisors may approve a written request subsequent to the Procurement if:

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1. The emergency necessitated immediate response and it was impracticable to contact the County Manager or the Chairman of the Board of Supervisors.
2. The Procurement was made with as much competition as was practicable under the circumstances.
3. The Price paid was reasonable under the emergency circumstances.
4. The request required under Subsection A was submitted to the County Manager or the Chairman of the Board of Supervisors.

MC1-355 COMPETITIVE SELECTION PROCEDURES FOR PROFESSIONAL SERVICES

- A. Competitive Sealed Bidding may not be Advantageous if it is necessary to:
 1. Use a Contract other than a Fixed-Price type; or
 2. Conduct oral or written Negotiations with Respondents concerning technical and Price aspects of their Proposals; or
 3. Afford Respondents an opportunity to revise their Response; or
 4. Compare the different Price, quality, and contractual factors of the Response submitted; or
 5. Award a Contract in which Price is not the only determining factor.
- B. If the Purchasing Agency determines in writing that the use of Competitive Sealed Bidding is not Advantageous, the Services specified in MC1-203 may be negotiated using one of the alternative methods as set forth in subsection D.
- C. Procedures for selection of A/E Consultant Services for planning and design of Construction projects are contained in Article 5 of this Code.
- D. After determining that Competitive Sealed Bidding is not Advantageous, the Purchasing Agency may select one of the following Procurement procedures:
 1. Competitive Sealed Proposal procedure pursuant to MC1-328; or
 2. Multiple stepped bidding pursuant to MC1-325; or
 3. Review Of Qualifications of Persons interested in contracting for particular Professional Service. If this Procurement procedure is selected, it shall be

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conducted by a selection committee of three or more representatives of Maricopa County. One of the representatives shall be a peer of the Persons being reviewed. The selection board may select one or more qualified Persons for Contract Award at a fair and reasonable Price after reviewing:

- a. The qualifications of at least three Persons from a list maintained by a Purchasing Agency and updated annually. Each Purchasing Agency is to establish procedures for maintaining and updating a list of prospective Persons who have indicated by submission a Letter of Interest in being considered for future Contracts within the scope of their professional qualifications.
 - b. The qualifications of all Persons submitting a Letter of Interest and a statement of qualifications in response to a public advertisement which includes the closing date for Letters of Interest and statements of qualifications.
 - c. Persons referred by a qualified outside professional organization that shall attest in writing to such Persons qualification and suitability to perform the Service.
 - d. All information other than the name of the Respondent shall remain confidential until after the Award.
- E. If one of the alternative methods is used the Procurement file must contain a written statement describing why the use of Competitive Sealed Bidding was determined to be not Advantageous.

MC1-356 CANCELLATION OR REJECTION OF SOLICITATIONS FOR BIDS OR REQUEST FOR PROPOSALS

An Invitation For Bids, a Request For Proposals or other Solicitation may be canceled or any or all Bids or Proposals may be rejected in whole or in part as may be specified in the Solicitation if it is Advantageous to Maricopa County. The reasons for the cancellation or rejection shall be made part of the Procurement file.

MC1-357 CANCELLATION OF SOLICITATION BEFORE DATE AND TIME FOR RECEIPT OF RESPONSE

- A. Before the date and time that receipt of Responses are due, a Solicitation may be canceled in whole or in part if the Procurement Officer determines in writing that cancellation is Advantageous to the County

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- B. If a Solicitation is canceled before the date and time that Responses are due, notice of cancellation shall be issued.
- C. Any Responses received shall be returned unopened.

MC1-358 CANCELLATION OF SOLICITATION AFTER THE DATE AND TIME SET FOR RECEIPT OF RESPONSES

- A. After receipt of Responses but before Award, a Solicitation may be canceled and all Responses may be rejected in whole or in part if the Procurement Officer determines in writing that cancellation and rejection are Advantageous to Maricopa County.
- B. A notice of cancellation and/or rejection shall be issued to all Respondents.
- C. Responses received under the canceled Solicitation shall be retained in the Procurement file. If the Purchasing Agency intends to issue another Solicitation within a reasonable time after cancellation for the same Commodities, Services or Construction as under the canceled Solicitation, the Purchasing Agency may withhold from public inspection Responses submitted under the canceled Solicitation if the Procurement Officer makes a Written Determination that such action is Advantageous to Maricopa County. After Award of a Contract under a subsequent Solicitation, Responses submitted in response to the canceled Solicitation shall be open for public inspection unless non-disclosure is required under MC1-104.
- D. The determination to cancel a Solicitation and reject Responses shall be made a part of the Procurement file and shall be available for public inspection.

MC1-359 REJECTION OF INDIVIDUAL BIDS OR PROPOSALS

- A. A Bid may be rejected if:
 1. The Respondent is determined to be nonresponsible pursuant to MC1-360; or
 2. The Bid is nonresponsive in accordance with MC1-323.
- B. A Response may be rejected if:
 1. The Respondent is determined to be nonresponsible pursuant to MC1-360; or
 2. The Respondent is determined nonresponsive in accordance with MC1-323; or
 3. The proposed Price is unreasonable; or

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4. It is otherwise not Advantageous to Maricopa County.

C. Respondents whose Responses are rejected under subsection A or B of this Section shall be notified in writing of the rejection. Record of the rejection shall be made part of the Procurement file.

MC1-360 RESPONSIBILITY OF RESPONDENTS

A. A Written Determination of nonresponsibility of a Respondent shall be made in accordance with this Code. The unreasonable failure of a Respondent to promptly supply information in connection with an inquiry with respect to responsibility shall be grounds for a determination of nonresponsibility with of the Respondent. A finding of nonresponsibility shall not be construed as a violation of the rights of any Person.

B. To the extent permitted by law, information furnished by a Respondent pursuant to this Section shall be confidential.

C. A Procurement Officer shall determine the Respondent is responsible before recommending an Award of the Contract to that Respondent.

D. Factors to be considered in determining if a Respondent is responsible include, but are not limited to:

1. The proposed Contractor's financial, physical, personnel or other resources, including subcontracts;
2. The Respondent's length and record of performance and integrity;
3. Whether the Respondent is legally qualified to Contract with Maricopa County; and
4. Whether the Respondent supplied all necessary information concerning its responsibility.

E. The Procurement Officer may establish specific responsibility criteria for a particular Procurement. Any specific responsibility criteria shall be set forth in the Solicitation.

F. If a Procurement Officer determines that a Respondent is nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be promptly sent to the nonresponsible Respondent. The final determination shall be made part of the Procurement file.

MC1-361 BID AND CONTRACT SECURITY

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The Chief Procurement Officer may require, in accordance with this Code, the submission of security to guarantee faithful Bid and Contract performance. In determining the amount and type of security required for each Contract, the nature of the performance and the need for future protection to Maricopa County shall be considered. The requirement for security must be included in the Solicitation.

MC1-362 BID AND PERFORMANCE BONDS FOR COMMODITY OR SERVICE CONTRACTS

- A. Bid Bonds, Performance Bonds , Payment Bonds and/or other security may be required for Commodity or Service Contracts if the Procurement Officer determines that such requirement is Advantageous to Maricopa County. The requirement for any such bond shall be included in the Solicitation.
- B. Bid or Performance Bonds shall not be used as a substitute for a determination of Respondent responsibility.
- C. If a Bid is withdrawn at any time before Bid closing, any Bid security shall be returned to the Respondent.
- D. Submission of Bid and Contract security shall comply with the requirements of section MC1-510.

MC1-363 COST OR PRICING DATA

- A. The submission of current Cost or Pricing Data may be required in connection with an Award in situations in which analysis of the proposed Price is essential to determine that the Price is reasonable or fair. A Respondent shall, except as provided in Subsection C, submit current Cost or Pricing Data and shall certify that, to the best of the Respondent's knowledge and belief, the Cost or Pricing Data submitted was accurate, complete and current as of a mutually determined specified date before the date of either:
 - 1. The pricing on any Contract Awarded by a Solicitation or pursuant to the sole source Procurement authority, if the Contract Price is expected to exceed an amount established by the County Using Agency.
 - 2. The pricing of any Change Order or Contract modification which is expected to exceed an amount established by the Procurement Officer.
- B. Any Contract, Change Order or Contract modification shall contain a provision that the Price to Maricopa County shall be adjusted to exclude any significant amounts by which Maricopa County finds that the Price was increased because the Respondent-furnished Cost or Price Data was incorrect, incomplete or not current as of the date agreed on

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between the parties. Such adjustment by Maricopa County may include profit or fee.

- C. The requirements of this Section need not be applied to Contracts:
1. If the Contract Price is based on adequate Price competition; or
 2. If the Contract Price is based on established catalog Prices or market Prices; or
 3. If Contract Prices are set by law or regulation; or
 4. If it is determined in writing in accordance with this Code that the requirements of this Section may be waived, and the reasons for the waiver are stated in writing.
- D. A Change Order exceeding an amount or percentage established by this Code shall only be executed after it is determined in writing that the Change Order is Advantageous to Maricopa County.

MC1-364 SUBMISSION OF COST OR PRICING DATA

- A. Cost or Pricing Data may be requested if the Procurement Officer determines in writing that:
1. The amount of an original or adjusted Price of a Contract to be Awarded by Competitive Sealed Proposals, emergency Procurement or sole source Procurement may exceed \$100,000; or
 2. The Price adjustment of a Contract Awarded by Competitive Sealed Bidding will result in an increase in Cost in excess of \$100,000; or
 3. If submission of Cost or Pricing Data is otherwise Advantageous to Maricopa County.
- B. Cost or Pricing Data shall be submitted to the Procurement Officer prior to the commencement of Price Negotiations at the time and in the manner prescribed by the Procurement Officer.
- C. In an emergency, Cost or Pricing Data may be submitted at a reasonable time after the Contract is Awarded.
- D. The Respondent shall keep all Cost or Price Data submitted current until the Negotiations are concluded.
- E. The requirement that Cost or Pricing Data be submitted may be waived if a determination

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is made in writing that the waiver is Advantageous to Maricopa County.

- F. A copy of all determinations that pertain to the submission of Cost or Pricing Data shall be maintained in the Contract file.

MC1-365 REFUSAL TO SUBMIT COST OR PRICING DATA

- A. If the Respondent fails to submit Cost or Pricing Data in the required form, the Procurement Officer may reject the Proposal.
- B. If a Respondent fails to submit Data to support a Price adjustment in the form required, the Procurement Officer may reject the requested Price adjustment and set the amount.

MC1-366 DEFECTIVE COST OR PRICING DATA

- A. The Procurement Officer may reduce the Contract Price if, upon a Written Determination, the Cost or Price Data is found to be defective.
- B. The Contract Price shall be reduced in the amount of the defect plus related overhead and profit or fee if the Procurement Officer relied upon the defective Data in recommending Award of the Contract.
- C. If current Cost or Pricing Data is required, the Awarded Contract shall include notice of the right of Maricopa County to a reduction in Price if Cost or Pricing Data is subsequently determined to be defective.

MC1-367 PRICE OR COST ANALYSIS

The Procurement Officer shall conduct a Price or Cost analysis if submission of Price or Cost Data is required.

MC1-368 APPROVAL OF ACCOUNTING SYSTEM

- A. Except with respect to firm Fixed-Price Contracts, no Contract type may be used unless it is determined in writing by the Purchasing Agency that the proposed Contractor's accounting system is adequate to document and allocate Costs.
- B. Before the Award of any Contract, except a firm Fixed-Price Contract, the Procurement Officer may determine in writing that the proposed Respondent's accounting system will permit timely development of all necessary Cost Data in the form required by the specific Contract type contemplated and is adequate to allocate Costs.

MC1-369 MULTI-TERM CONTRACTS

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- A. Unless otherwise provided by law, a Contract for Commodities or Services may be entered into for a period of time up to five years (including base term and renewals), as deemed to be in the best interest of Maricopa County, if the term of the Contract and conditions of renewal or extension, if any, are included in the Solicitation, and monies are available for the first fiscal period at the time of contracting. A Contract may be entered into for a period of time exceeding five years in accordance with this Code, if the Chief Procurement Officer determines in writing that such a Contract would be Advantageous to Maricopa County. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.
- B. Before the use of a multi-term Contract, it shall be determined in writing that:
1. Estimated requirements cover the period of the Contract and are reasonable and continuing.
 2. Such a Contract will serve the best interest of Maricopa County by encouraging effective competition or otherwise promoting economies in Maricopa County Procurement.
- C. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled and the Respondent may only be reimbursed for the reasonable value of any nonrecurring Costs incurred at the request of Maricopa County, but not amortized in the Price of the Commodities or Services delivered under the Contract or which are otherwise not recoverable. The Cost of cancellation may be paid from any funds available for such purposes.

MC1-370 RIGHT TO INSPECT PLANT

The County may inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any Contract Awarded or to be Awarded by Maricopa County.

MC1-371 RIGHT TO AUDIT RECORDS

- A. The County may, at reasonable times and places, audit the financial books, records and back-up documentation of any Person who is Awarded a Contract by Maricopa County. Any Person who receives a Contract, change order or Contract amendment, revision or renewal shall maintain the books, records, accounts, statements, reports, files, and other records and back-up documentation that relate to the Contract for six (6) years from the date of final payment under the Contract, or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest.

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- B. The County is entitled to audit the books, records, accounts, statements, reports, files, and other records and back-up documentation of any Person or any subcontractor under any Contract or subcontract to the extent that the books, records and back-up documentation relate to the performance of the Contract or subcontract. The books, records, accounts, statements, reports, files, and other records shall be maintained by the Person for a period of six (6) years from the date of final payment under the prime Contract and by the subcontractors for a period of six (6) years from the date of final payment under subcontract, or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest.

MC1-372 REPORTING OF ANTICOMPETITIVE PRACTICES

- A. If for any reason collusion or other anticompetitive practices are suspected among any Respondents, a notice of the relevant facts shall be transmitted to the Chief Procurement Officer and to the State Attorney General. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.
- B. Upon submitting a Response to a Solicitation, Respondent must certify that its submission did not involve collusion or other anticompetitive practices.

MC1-373 RETENTION OF PROCUREMENT RECORDS

All Procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules approved by the State of Arizona Department of Library, Archives, and Public Records.

MC1-374 PROCUREMENT OF INFORMATION SYSTEMS AND TELECOMMUNICATION SYSTEMS

- A. Notwithstanding the criteria for Contract Award prescribed in MC1-315 through 324 and MC1-325 through 327, a Contract for Information Systems or Telecommunication Systems shall be Awarded to the lowest Responsible and Responsive Respondent whose Solicitation conforms in all material respects to the requirements and criteria set forth in the Invitation For Bids, which shall include as Price evaluation criteria the Total Life Cycle Cost and Application Benefits of the Information Systems or Telecommunication Systems to the Using Agency. No factors or criteria, other than those set forth in the Solicitation, may be used in the evaluation of Bids for Information Systems or Telecommunication systems. Procedures for awarding Contracts for Information Systems or Telecommunications Systems pursuant to this subsection shall be the same as those prescribed in MC1-315 through 324 and MC1-325 through 327.

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- B. Notwithstanding the criteria for Contract Award prescribed in MC1-328 through 339 and MC1-340 through 344, a Contract for Information Systems or Telecommunications Systems shall be Awarded to the Responsible Respondent whose Proposal is determined in writing to be the most Advantageous to Maricopa County, taking into consideration the evaluation factors set forth in the Request For Proposals, which shall include as evaluation factors the Total Life Cycle Cost and Application Benefit of each Proposal. No factors or criteria, other than those set forth in the Solicitation, may be used in the evaluation of Proposals for Information Systems or Telecommunications Systems. Procedures for awarding a Contract for Information Systems or Telecommunication Systems pursuant to this subsection shall be the same as those prescribed in MC1-328 through 339 and MC1-340 through 344.
- C. Notwithstanding subsections A and B of this section, when utilizing an existing requirements Contract for one or more similar systems under this section that is awarded to more than one Respondent for Information or Telecommunications Systems, before a Using Agency acquires such a system, it shall take into account the Total Life Cycle Cost and Application Benefit of the systems in the manner that the Total Life Cycle Cost and Application Benefit are taken into account under Subsections A and B.
- D. The Procurement Officer need not use all of the above referenced evaluation criteria if the Procurement Officer makes a written determination to the procurement file that it has been determined the use of the specified evaluation criteria is not in the best interest of the County.

MC1-375 PROCUREMENT OF EARTH MOVING, MATERIAL HANDLING, ROAD MAINTENANCE AND CONSTRUCTION EQUIPMENT: DEFINITIONS

- A. Notwithstanding the criteria for Contract Award prescribed in MC1-315 through 324 and MC1-325 through 327, a Contract for Earth Moving, Material Handling, Road Maintenance and Construction Equipment shall be awarded to the lowest Responsible and Responsive Respondent whose Bid conforms in all material respects to the requirements and criteria set forth in the Solicitation, which shall include as Price evaluation criteria the Total Life Cycle Cost including residual value of the Earth Moving, Material Handling, Road Maintenance and Construction Equipment and such other additional evaluation factors set forth in the Solicitation. No factors or criteria may be used in the evaluation of Solicitations for Earth Moving, Material Handling, Road Maintenance and Construction Equipment, other than those specified in the Solicitation. The Solicitation shall include, to the extent practicable, outright purchase. The Contract Award shall be based on the Price evaluation criteria deemed by Maricopa County to be the most Advantageous. Procedures for Awarding Contracts for Earth Moving, Material Handling, Road Maintenance and Construction Equipment pursuant to this subsection shall be the same as those prescribed in MC1-315 through 324 and MC1-325 through 327.

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- B. Notwithstanding the criteria for Contract Award prescribed in MC1-328 through 339 and MC1-340 through 344, a Contract for Earth Moving, Material Handling, Road Maintenance and Construction Equipment shall be awarded to the responsible Respondent whose Proposal is determined in writing to be the most Advantageous to Maricopa County. The evaluation factors set forth in the Solicitation shall include the Total Life Cycle Cost including residual value and such other additional evaluation factors set forth in the Solicitation. No factors or criteria may be used in the evaluation of Proposals for Earth Moving, Material Handling, Road Maintenance and Construction Equipment, other than those specified in the Solicitation. Additional evaluation factors set forth in the Solicitation shall include, to the extent practicable, outright purchase. The Contract Award shall be based on the Price evaluation criteria deemed by Maricopa County to be most Advantageous. Procedures for awarding a Contract for Earth Moving, Material Handling, Road Maintenance and Construction Equipment pursuant to this Subsection shall be the same as those prescribed in MC1-328 through 339 and MC1-340 through 344.
- C. The Procurement officer may issue a Request for Information to obtain data about Services or Commodity available to meet a specific need. Adequate public notice shall be given as specified in MC1-315.C.
- D. The Procurement Officer need not use all of the above referenced evaluation criteria if the Procurement Officer makes a written determination to the procurement file that it has been determined the use of the specified evaluation criteria is not in the best interest of the County.

MC1-376 COMPETITIVE SELECTION PROCEDURES FOR TRAVEL AND TRAVEL RELATED SERVICES

- A. The following travel and travel related services are exempt from the competitive Procurement procedures as provided in MC1-315 through 324, MC1-325 through 327, MC1-328 through 339 and MC1-340 through 344.
1. Airline Tickets
 2. Automobile Rental
 3. Hotel/Motel Accommodations
- B. Travel and travel related services defined above shall be procured using the Internet to obtain the lowest available fare/rate meeting the Using Agency requirements. User Agencies must use adequate and reasonable competition and must document the basis for their selection to facilitate auditing of expenditures.

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MC1-377 CONFERENCE FACILITIES AND SERVICES UNDER \$10,000

Conference facilities and services will be the least expensive available in the geographic area selected taking into consideration meeting room size, accommodations, related services and other requirements. User Agencies must use adequate and reasonable competition and must document the basis for their selection to facilitate auditing of expenditures.

MC1-378 PUBLIC-PRIVATE PARTNERSHIP CONTRACTS

- A. A Purchasing Agency may enter into public-private partnership Contracts to finance the technology needs of the Purchasing Agency. The funding for Services under a public-private partnership Contract entered into pursuant to this section shall be contingent on and computed according to established performance standards and shall be attributable to the successful implementation of the technology program for the period specified in the Contract. A Purchasing Agency may issue Requests For Information and Requests For Proposals to solicit private partners that are interested in providing programs under this Contract enter into pursuant to this section.
- B. Each Request For Proposals issues pursuant to this section shall require each private partner to propose specific performance improvements and measurement approaches to be used to measure the value delivered by the vendor technology solution. The Purchasing Agency shall include an assessment of the proposed value of the vendor technology solution in its evaluation criteria to select the best value solution for the Purchasing Agency.
- C. A Contract entered into between a Purchasing Agency and an automated systems vendor shall provide for payment of fees on a contractually specified amount based on the achievement of measured performance improvements that are mutually agreed to by the Contractor and the Purchasing Agency. The following are subject to review and approval by the Chief Procurement Officer:
 - 1. The terms of Contracts entered into pursuant to this section related to the measurement of the performance improvement attributable to the vendor technology program.
 - 2. Payment of fees based on achievement of the established performance measures.


MC1-379 GRANT MANDATED OR SPECIAL PROGRAM INCENTIVES AND FOOD FOR NON-COUNTY EMPLOYEES

- A. Retail store incentives purchased from retail stores for distribution to non-County

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employees for their participation in grant or non-grant funded public health , social service education , wellness or school related programs are exempt from the competitive Procurement requirements of this Code. The exemption is specific to the purchase of incentives required to meet the requirements of County approved programs or grants received by Maricopa County where the purpose is to promote wellness and/or education for targeted groups.

- B. Food purchased for consumption by non-County employees to encourage their participation in grant or non-grant funded public health , social services education , wellness or school related programs are exempt from the competitive requirements of this Code. The exemption is specific to purchases of food items required to meet the requirements of County approved programs or grants received by Maricopa County where the purpose is to promote wellness and/or education for targeted groups and is limited to \$1,000.00 per event.

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MC1-401 DUTIES AND RESPONSIBILITIES

The Chief Procurement Officer should establish guidelines governing the preparation, maintenance and content of Specifications for Commodities, Services and Construction required by Maricopa County. The Chief Procurement Officer shall, prepare, issue, revise, maintain and monitor the use of Specifications for Construction, Commodities and Services required by Maricopa County.

MC1-402 PREPARATION OF SPECIFICATIONS


- A. Specifications shall be prepared by the Chief Procurement Officer or Purchasing Agency pursuant to this Code or by Contract pursuant to MC1-409.
- B. In an emergency under MC1-345, any Specifications may be utilized by the Purchasing Agency without regard to the provisions of this Code.

MC1-403 CONTENT OF SPECIFICATIONS

- A. A Specification may provide alternate descriptions of Commodities, Services or Construction items where two or more design, functional, or performance criteria will satisfactorily meet Maricopa County's requirement.
- B. To the extent practicable, Specifications shall emphasize functional or performance criteria. To facilitate the use of such criteria, Using Agencies shall use reasonable efforts to include the principal functional or performance requirements as a part of their purchase requisitions.

MC1-404 TYPES OF SPECIFICATIONS

- A. Specifications for a common or general use items.
 - 1. To the extent practicable, a Specification for common or general use item shall be prepared and utilized when:
 - a. A Commodity, Service or Construction item is used in common by several Using Agencies or used repeatedly by one Using Agency, and the characteristics of the Commodity, Service or Construction item, as commercially produced or provided, remain relatively stable while the frequency or volume of Procurements is significant.
 - b. Maricopa County's recurring needs may require uniquely designed or specially produced items.


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B. Brand Name or Equal Specifications

1. A Brand Name or Equal Specification may be used when the Procurement Officer determines that use of a Brand Name or Equal Specification is Advantageous to Maricopa County and that:
 - a. No Specification for a common or general use item or Qualified Products list is available;
 - b. Time does not permit the preparation of another form of Specification, other than a Brand Name or Equal Specification; or
 - c. The nature of the product or Maricopa County's requirements makes use of a Brand Name or Equal Specification suitable for the Procurement.
2. Such determination may be made for categories of Commodities, Services or Construction items or, in appropriate circumstances, for an entire Procurement action even though a number of different items are being procured.
3. A Brand Name or Equal Specification shall designate as many different brands as are practicable as "or equal" references.
4. A Brand Name or Equal Specification shall include a description of the particular design, functional, or performance characteristics that are required unless the Procurement Officer determines that the essential characteristics of the brand names designated in the Specifications are commonly known.
5. A Solicitation that uses a Brand Name or Equal Specification shall explain that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. The Solicitation shall state that products substantially equivalent to those brands designated shall qualify for consideration.

C. Brand Name Specifications

1. A Brand Name Specification may be prepared and utilized only if the Procurement Officer makes a Written Determination that only the identified brand name item will satisfy Maricopa County's needs.
2. If a Brand Name Specification is utilized the Procurement Officer shall, to the extent practicable, identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve the maximum practicable competition. If only one source can supply the requirement, the

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Procurement shall be made under MC1-343.

- D. **Qualified Products List.** A Qualified Products List may be prepared and utilized when:
1. A Procurement Officer determines that testing or examination of the Commodities or Construction items prior to issuance of the Solicitation is desirable or necessary in order to best satisfy Maricopa County's requirements.
 2. The Procurement Officer has solicited as many potential suppliers as practicable to submit products for testing and examination to determine acceptability for inclusion on a Qualified Products List. Any potential supplier, even though not solicited, may offer its products for consideration in accordance with the schedule or procedure established for this purpose. The Qualified Products List shall not be modified after the Solicitation is issued.
 3. Inclusion is based on results of tests or examinations conducted in accordance with requirements published by the Office of Procurement Services.
 4. Qualified Products Lists' test results shall be made available in a manner to protect the identity of the supplier.

MC1-405 RELATIONSHIP WITH USING AGENCIES


The Chief Procurement Officer or Purchasing Agency may obtain advice and assistance from personnel of Using Agencies in the development of Specifications.

MC1-406 MAXIMUM PRACTICABLE COMPETITION

All Specifications shall seek to promote overall economy for the purpose intended and encourage competition in satisfying Maricopa County's needs and shall not be unduly restrictive.

MC1-407 REQUIREMENTS OF NONRESTRICTIVNESS

- A. **Nonexclusive Specifications:**
1. To the extent practicable and unless otherwise permitted by this Code, all Specifications shall describe Maricopa County's requirements in a manner that does not unnecessarily exclude a Commodity, Service or Construction item.
 2. Proprietary Specifications shall not be used unless the Chief Procurement Officer determines in writing that such Specifications are required by demonstrable technological justification and that it is not practicable or Advantageous to use a

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less restrictive Specification. Past success in the Commodity's performance, traditional purchasing practices, or inconvenience of preparing Specifications do not justify the use of Proprietary Specifications.

- B. To the extent practicable, Maricopa County shall use accepted commercial Specifications and shall procure standard commercial Commodities.

MC1-408 SPECIFICATIONS, INTENT AND COMPOSITION


All Specifications, including those prepared by other than County personnel for public Contracts, shall seek to promote overall economy for the purposes intended and encourage competition in satisfying Maricopa County's needs and not be unduly restrictive.

MC1-409 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN MARICOPA COUNTY PERSONNEL

- A. The requirements of this Article shall apply to all Specifications prepared by other than Maricopa County Employee. Contracts for the preparation of Specifications by other than County personnel shall require the Specification writer to adhere to such requirements.
- B. If Specifications are prepared by other than Maricopa County Employee, the Person preparing the Specifications shall be prohibited from responding to any resulting Solicitation unless the Chief Procurement Officer determines in writing that permitting the Person who prepared the Specifications to respond is Advantageous to Maricopa County and this Person does not have a unfair advantage.

MC1-410 SPECIFICATIONS FOR ENERGY CONSUMPTIVE MATERIALS

The Chief Procurement Officer may utilize Specifications based on considerations of energy conservation for the Procurement of energy consuming material.

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MC1-501 APPLICABILITY


Article 5 of the Maricopa County Procurement Code defines the requirements and authorities for Procurement and Contract activities associated with the design, Construction, reconstruction, and remodel of Maricopa County facilities and structures. This Article also applies to the Procurement of various Professional Services required by Maricopa County to meet its needs related to the design, Construction, reconstruction, and remodel of Maricopa County facilities and structures.

MC1-502 RESPONSIBILITIES AND AUTHORITY

- A. The Chief Procurement Officer shall have the following delegated authorities:
1. Change Order authority shall not exceed \$1,000,000 for each Contract unless specifically authorized by the Board of Supervisors for a specific project or Contract. The Board of Supervisors may also delegate additional Change Order authority to the Chief Procurement Officer for a specific project or Contract.
 2. Authority to issue and Award Limited Scope Construction Contracts up to the limits specified in A.R.S. § 34-201.C and D and § 28-6713.B.
 3. Authority to issue and Award Simplified Construction Procurement Program Contracts.
 4. Carry out duties and responsibilities delegated by the Board of Supervisors.
 5. Implement and maintain an Article 5 Procedures Manual consistent with this Code to amplify or clarify the Procurement and management of all Article 5 Construction and Professional Services Contracts.
- B. The Chief Procurement Officer shall determine the annual statutory Contracting limits pursuant to A.R.S. § 34-201.C and § 28-6713.B. Projects shall not be artificially divided or fragmented to circumvent the statutorily defined limits.


MC1-503 TYPES OF ARTICLE 5 PROCUREMENT

- A. Titles 34 and 41 of the Arizona Revised Statutes authorize Maricopa County to conduct several types of Construction and Professional Service Procurements. These Procurements are: Limited Scope Construction Procurement, Simplified Construction Procurement, Design-Bid-Build, Design-Build, Construction-Manager-At-Risk, and Job-Order Contracting. In addition, Title 28 of the Arizona Revised Statutes authorizes the

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Maricopa County Department of Transportation to utilize the equivalent of the Title 34 Design-Bid-Build process. Procedures about implementation of each of these Procurement methods are included in the Article 5 Procedures Manual. A brief description of each Article 5 Procurement method is as follows:

1. Limited Scope Construction Procurement - Statutory dollar limited Construction with a simplified Bid process. The Contracts are Awarded by the Chief Procurement Officer or as delegated by the Chief Procurement Officer.
2. Simplified Construction Procurement Program - Limited to \$100,000 including all Change Orders subsequent to Award. Invitations for Bids shall be sent to Contractors and consultants listed on the annually updated consultant and Contractor register also referred to as the Article 5 Register. The Contracts are Awarded by the Chief Procurement Officer or as delegated by the Chief Procurement Officer.
3. Design-Bid-Build - The County's Procurement method in which sequentially a consultant under one Contract designs a project, the project is publicly Bid, and the lowest Responsible and Responsive Bidder constructs the project under a second and separate Contract. Contracts with a value of \$5,000,000 or less may be Awarded by the Chief Procurement Officer. Other Contracts are Awarded by the Board of Supervisors.
4. Design-Build - A Procurement method where one Contract is Awarded for both the design and Construction of a project. Design is normally accomplished prior to Construction but, design and Construction may occur simultaneously.
5. Construction-Manager-At-Risk - A Procurement method where two Contracts are Awarded separately for the design and the Construction of a project. Multiple Contracts to phase Construction may be Awarded under the condition the multiple Contracts are Advantageous to the project and County. Design and Construction may occur sequentially or concurrently.
6. Job-Order-Contracting - A project delivery method limited to five years by Arizona Revised Statutes and awarded by the Board of Supervisors, in which:
 - a. The Contract is a requirements Contract for indefinite quantities of Construction.
 - b. The Construction to be performed is specified in Job Orders (or Task Orders) issued during the Contract.

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- c. Financial Services, maintenance Services, operation Services, preconstruction Services, design Services and other Services related to Construction may be included.

Note: Sunset Provisions for Subparagraphs 4, 5, and 6 Above:


- d. Contracts for vertical Construction under Title 34 have no sunset date.
- e. Contracts for horizontal Construction under Title 34 have a sunset date of June 30, 2020.
- f. Contracts for horizontal Construction under Title 28 have a sunset date of December 31, 2025.
- g. No Contracts may be entered into after the above-referenced sunset dates for the delivery methods listed in subparagraphs 4, 5, and 6 above unless the sunset dates are otherwise extended by amendment to the applicable Arizona Revised Statute.

B. Limited Scope Construction Procurement

1. The Board of Supervisors authorizes the Chief Procurement Officer to approve and Award Construction Contracts issued in accordance with this Section.
2. The following procedures will be used to implement Limited Scope Construction Procurements:
 - a. Prepare Specifications and scope of work. The scope of work shall be written in sufficient detail to enable a Contractor to submit a written response for the described work. The scope of work may include drawings, sketches, job project coordination requirements, or other data affecting the Price. The scope of work may also require a Contractor to subcontract a minor portion of the project with a consultant to prepare drawings or other documents.
 - b. Prepare a Cost estimate for the scope of work in compliance with A.R.S. § 34- 201 et seq. and this Code.
 - c. Prepare a Request for Quotation listing the date, time and location for receipt of sealed responses. The Request for Quotation will be on a form approved by the Chief Procurement Officer.

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- d. Responses to a Request for Quotation will be solicited in accordance with the following guidelines. A no-Bid response shall constitute a response:
- i. For work of a nominal value of \$5,000 or less, one written quotation is required.
 - ii. For work greater than \$5,000 but less than the statutory ceiling, (A.R.S. § 34-201.C and § 28-6713. B), three written quotations are required.
- e. Respondents must submit Offers as specified in the Request for Quotation. Responses received after the due date and time or otherwise not submitted in compliance with the Solicitation instructions shall be non-responsive and will be returned to the Respondent unopened.
- f. Award of the Contract shall be made by the Chief Procurement Officer and shall be made to the lowest Priced Responsive and Responsible Respondent.
- g. Changes in the scope of work after Award shall be described in a Change Order on an approved form. The Change Order shall be signed by the appropriate department director and approved by the Chief Procurement Officer. The initial Contract shall direct the Contractor not to begin work as the result of any change until receipt of a written and approved Change Order.
- h. Payment for work performed, should when practical, be made in one lump sum. Payment will be made within contractual terms or statute as applicable after final County acceptance. If the Contract period exceeds two months, the Contractor may request a partial payment in compliance with standard partial payment provisions.
- C. Simplified Construction Procurement Program
- 1. A.R.S. § 41-2535.D shall be formally adopted as an approved Article 5 Procurement method as set forth herein. A Procurement involving Construction not exceeding \$100,000 may be made pursuant to policies and procedures adopted by the Chief Procurement Officer in accordance with this section. At a minimum the policies and procedures shall require:
 - a. A list shall be maintained of persons who desire to receive Solicitations to Bid on Construction projects to which additions shall be permitted


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throughout the year.

- b. The list of Persons for Solicitations to Bid shall be available for public inspection.
- c. Agreements for Construction shall be on forms approved by the Chief Procurement Officer.
- d. A Contractor shall provide a Performance Bond and a Payment Bond as required by A.R.S. § 41-2574 for Construction Contracts.
- e. All information submitted by Respondents pursuant to this section shall be held confidential according to A.R.S. § 41-2533, Subsection D.
- f. All Construction Bids shall be opened publicly at the time, date and location as designated in the Solicitation.
- g. All Persons desiring to submit Bids be treated equitably and the information related to each project be available to all prospective Respondents.
- h. Competition for Construction projects under the Simplified Construction Procurement program will be encouraged to the maximum extent possible.
- i. Award of the Contract shall be made by the Chief Procurement Officer and shall be made to the lowest priced Responsive and Responsible Respondent.

D. Design-Bid-Build

1. A process where a design consultant is selected on the basis of qualifications and a fee for the Professional Services is Negotiated. Once the design is completed, the project is advertised for Bid. The Construction Contract is Awarded to the lowest Responsive and Responsible Respondent. In determining the lowest Responsible Respondent for horizontal Construction the following is addressed: the County may consider the time of completion proposed by the Respondent if the County determines this procedure will be Advantageous by providing a substantial fiscal benefit or the use of the traditional Awarding of Contracts is not practicable for meeting desired Construction standards or delivery schedules. The formula for considering the time of completion must be specifically stated in the Solicitation

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information and approved by the Chief Procurement Officer. Except for the Maricopa County Department of Transportation whose time of completion factor is limited to five projects, all other County Departments have unlimited projects (A.R.S. 28- 6713.C.).


2. Direct selection of Professional Services to be used in Article 5 Procurement is authorized for design work in Design-Bid-Build procedures not to exceed \$100,000.
3. Specific and mandatory Design-Bid-Build procedures are contained in the Article 5 Procedures Manual.

E. Design-Build

1. A qualification-based selection method. Authority for Design-Build differs by type of Construction. Specific and mandatory procedures are contained in the Article 5 Procedures Manual.
2. The Design-Build Procurement is a qualification-based selection process that produces a short list of qualified Respondents. Negotiations are initiated with the highest qualified Respondent or a Request for Proposal is sent to all the Respondents listed on the short list.
3. For each project for horizontal Construction under a Design-Build Construction Services Contract, the licensed Contractor Awarded the Contract shall perform, with the Contractor's own organization, Construction work that amounts to not less than forty-five per cent of the total Contract Price for Construction. For purposes of this paragraph, the total Contract Price for Construction does not include the Cost of preconstruction Services, design Services or any other related Services for the Cost to procure any right-of-way or other Cost of condemnation.

F. Construction-Manager-At-Risk

1. A qualification-based selection method resulting in multiple Contracts for the project. Authority for Construction-Manager-At-Risk differs by type of Construction. Specific and mandatory procedures are contained in the Article 5 Procedures Manual.
2. Construction-Manager-At-Risk Procurement is a qualification-based selection process that produces a short list of qualified Respondents. Negotiations are initiated with the highest qualified Respondent or a Request for Proposal is sent to all the Respondents listed on the short list.

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3. For each project for horizontal Construction under a Construction-Manager-At-Risk Construction Services Contract, the licensed Contractor Awarded the Contract shall perform, with the Contractor's own organization, Construction work that amounts to not less than forty-five per cent of the total Contract Price for Construction. For purposes of this paragraph, the total Contract Price for Construction does not include the Cost of preconstruction Services, design Services or any other related Services for the Cost to procure any right-of-way or other Cost of condemnation.

G. Job-Order Contracting


1. This Procurement method is a qualification-based process that may include design Services and is for "on-call" Construction capability. This type Service may be procured for up to five years. If the Contract allows for renewals or extensions, the provisions for and the conditions of the renewals or extensions must be included in the Solicitation.
2. Specific and mandatory procedures are contained in the Article 5 Procedures Manual. The single maximum value of a work assignment issued under this procedure by statute is \$1,000,000 or such higher or lower amount as adopted by the Board of Supervisors as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement. The maximum yearly Contract value of a Job- Order-Contract is \$5,000,000. For the purposes of this sub-paragraph, yearly means the twelve months subsequent to Award of the Contract.

H. Procurement Of Consultant Services Other Than Architect, Landscape Architect, Assayer, Geologist, and Land Surveyor Consultants

1. This section applies to consultants other than those listed in A.R.S. 32-101. This list includes but is not limited to hydrologists, appraisers and archaeologists.
2. Selection of consultants or Professional Services required during the process of Construction of County facilities and structures are to be made in accordance with procedures contained in the Article 5 Procedures Manual.

- I. Any other type of Contract may be used only if the Procurement Officer determines in writing prior to Solicitation that the use of that Contract type is permitted by law and is Advantageous to Maricopa County.

MC1-504 REGISTER OF INTERESTED CONSULTANTS AND CONTRACTORS

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The Chief Procurement Officer will maintain a register of consultants and Contractors that have expressed an interest in performing work for the County and have provided evidence of professional qualifications for such work. The Chief Procurement Officer will notify consultants and Contractors listed on the register annually of their status and invite updating of their professional qualifications through a notice published in the official newspaper of the County. In addition, a public advertisement may be placed in a major newspaper of general circulation in the Phoenix area inviting consultants and Contractors to apply for inclusion on the register. The register, also referred to as the Article 5 register, may be categorized to reflect the consultant or Contractor's primary field of expertise. The County's process for updating the register is further explained in the Maricopa County Article 5 Procedures Manual. Consultants and Contractors may be removed from the register in accordance with Article 9 of this code.

MC1-505 SOLE SOURCE PROCUREMENT

Except for Direct Select Procurement, if the need for a sole source Procurement should arise on a Construction project or to obtain a consultant required the Procurement shall be conducted in accordance with MC1-347 and 348 of this Code.

MC1-506 EMERGENCY PROCUREMENT

Emergency Procurement shall be conducted in accordance with MC1-350 of this Code.


MC1-507 PUBLIC NOTICE

Construction Procurement with a value greater than the amount stipulated in A.R.S. §§ 34-201 or 28-6713 shall be advertised in accordance with A.R.S. §§ 39-204 or 28-6713.

MC1-508 ADDENDA

A. Clarifications or changes to the Solicitations made in response to Respondent question(s) shall be transmitted to all prospective Respondents by an addendum. The addendum shall document all changes or revisions to the Solicitation and shall include at a minimum the following information:

1. Number of addendum, title and Solicitation number of the project;
2. Indication of a revised or unchanged Bid opening date and time; and
3. Respondents acknowledgment of receipt of the addendum on Bids is required for

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their response to be considered Responsive to the Solicitation.

- B. An addendum shall be issued within a reasonable time before Bid opening to allow prospective Respondents time in which to prepare their Bids. If, in the judgment of the Procurement Officer, the date and time set for Bid opening does not permit sufficient time for Bid preparation, the date and time for the Bid opening will be extended in the addendum.


MC1-509 MISTAKES IN BIDS

If a Respondent alleges a mistake in their Bid, the Procurement Officer shall require the Respondent to submit within a reasonable time, not to exceed 24 hours from Bid opening, the original estimating documents along with any other Price development documents and information to verify said mistake. In addition to this requirement, mistakes in Bids shall be handled in accordance with MC1-322.

MC1-510 BOND REQUIREMENTS

A. Bid Security

1. As a guarantee that the Contractor will enter into a Contract to perform in accordance with the plans and Specifications, Bid security shall be required for all Competitive Sealed Bidding/Proposals for Construction if the Price is estimated to exceed the amount established by A.R.S. § 41-2535. Bid security shall be a certified check, cashier's check or surety Bond for ten per cent of the amount of the Bid for Design-Bid-Build, for 10% of the Construction expenses in a Design-Build Proposal, or 10% of the estimated first year Construction Costs of a Job-Order-Contracting Proposal. Nothing in this section prevents a County Governmental Unit from requiring such Bid security in relation to any Construction Contract. The surety Bond shall be executed and furnished as required by Title 34, Chapter 2, of the Arizona Revised Code and the conditions and provisions of the surety Bond regarding the surety's obligations shall follow the form required by A.R.S. §34-201, subsection A, paragraph 3. For Design- Build and Job-Order Contracting, the surety Bond shall be executed and furnished as required by Title 34, Chapter 6, of the Arizona Revised Code and the conditions and provisions of the surety Bond regarding the surety's obligations shall follow the form required by A.R.S. §34-606, subsection D.
2. If the Invitation For Bids or Competitive Sealed Proposals requires Bid security, noncompliance requires the Offer be rejected unless, pursuant to policies and procedures, it is determined the Bid or Proposal fails to comply in a non-

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substantial manner with the security requirements.

3. After the Offers are opened, they are irrevocable for the period specified in the Invitation For Bids or Competitive Sealed Proposals, except as provided in A.R.S. § 41-2533, subsection F. If a Respondent is permitted to withdraw its Bid or Competitive Sealed Proposal before Award, no action may be taken against the Respondent or the Bid security.
4. An annual or one-time surety Bond executed by a surety company or companies holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, and in a form prescribed by A.R.S. § 41-2573 and R2-7-505; or a certified or cashier's check shall be acceptable Bid security.


B. Non-Substantial Failure to Comply with Bid Security

The Procurement Officer may determine noncompliance of an Offer's security is non-substantial if:

1. Only one Offer is received and there is not sufficient time to rebid; or
2. The amount of the security submitted, although less than the amount required by the Solicitation, is equal to, or greater than the difference between the apparent low Bid and the next higher acceptable Bid; or
3. The security is inadequate as a result of correcting or modifying a Offer in accordance with MC1-322 (Mistakes in Bids), if the Respondent increases the amount of security to required limits within two days after notification.

C. Performance and Payment Bonds

1. Performance and Payment Bonds are required for all Construction Contracts. Specific Bond requirement, by Contract type, are included in the Article 5 Procedures Manual.
2. If the Contractor fails to provide the required Performance and/or Payment Bonds within the time specified by the Contract, the Offer shall be rejected, Bid security forfeited, and the Contract Awarded to the next lowest Responsive and Responsible Respondent.
3. Performance Bonds are to be submitted to the County executed by a surety

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company holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance in the amount and for the duration specified in the Contract.


4. Payment Bonds are to be submitted to the County, executed by a surety company holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance for the protection of all Persons supplying labor and Material to the Contractor or its subcontractors for the performance of the work required by the Contract. The Bond shall be in the amount specified in the Contract.
5. The Performance Bond and Payment Bond shall be delivered by the Contractor to the County within the time limits set forth in the Solicitation. If the Contractor fails to deliver the required Performance or Payment Bond, the Contractors Offer shall be rejected, its Bid security shall be forfeited, and Award of the Contract made to the next lowest Responsive, Responsible Respondent.

MCI-511 CONTRACT AWARD AND NOTICE TO PROCEED

- A. Contracts are Awarded by the Board of Supervisors and signed by the Chairman of the Board of Supervisors unless the authority has been clearly delegated and authorized to others by the Board of Supervisors.
- B. Upon receipt from the Contractor of the required Bonds and insurance after Award, a Notice to Proceed will be issued which begins the performance period of the Contract.

MCI-512 CHANGE ORDER AUTHORIZATION

- A. The Chief Procurement Officer may delegate authority to modify Contracts through issuance of Change Orders as listed below, provided;
 1. The Using Agency issuing the Change Order has been formally delegated Procurement authority by the Chief Procurement Officer; and
 2. The Change Order is reviewed and approved by the Procurement Officer assigned to that department; and
 3. The Change Order is within the authority limits approved by the Chief Procurement Officer for that Using Agency; and

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4. A standardized Change Order justification form is approved by all required Persons and placed in the Contract file.

B. Change Order Classification:

1. Time Only Change Orders - Change Orders that address change within the time elements of a Contract may be approved and signed by the Chief Procurement Officer or if delegated by the Chief Procurement Officer, by the department director of a department.
2. Additive Change Orders – Any Contract modification(s) resulting in an increase in the Contract Cost may be approved by the Chief Procurement Officer without Board of Supervisor approval up to a cumulative value for Change Orders of \$1,000,000 per Contract. A portion of this authority may be delegated by the Chief Procurement Officer to of a department up to a maximum cumulative value for Change Orders of \$250,000 per Contract. The Change Order authority for department directors is determined by the value of the Contract, the calculation methodology for which can be found in the Article 5 Procedures Manual. Change Order authority may be increased or modified by action of the Board of Supervisors dependent on the circumstances of the project.
3. Deductive Change Orders - Any Contract modification(s) resulting in a reduction in the Contract Cost may be approved by the Chief Procurement Officer without Board of Supervisors approval unless the modification will result in a substantial change in the scope of work. The requirements of MC1-513.A must be met.
4. Scope of Work Change Order- All Change Orders that will result in a substantial change in scope of work, regardless of the Cost increase or decrease requires Board of Supervisors approval.
5. Contract Term Change Order – Change Orders resulting in a change to the terms and conditions of the Contract, including but not limited to updated Pricing for term and on-call Contracts, so long as said change does not alter the intended purpose of the Contract or place the County in a less advantageous position, may be signed by the Chief Procurement Officer or delegated to an Article 5 department director. All other changes to the terms and conditions of the Contract must be approved by the Board of Supervisors.

C. Change Order Authority

The Chief Procurement Officer may request increased Change Order authority based on

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the uniqueness of a specific project or be granted change order authority for a specific project or Contract.

MC1-513 CONTRACT PAYMENT

- A. Construction Contract payment requests submitted in American Institute of Architects (AIA) approved formats will be made in accordance with rates and schedules identified in the Contract and are to be made within fourteen (14) calendar days of receipt of a certified and approved payment request. An estimate of the work submitted shall be deemed approved and certified for payment after seven (7) days from the date of submission unless before that time the Using Agency prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The Using Agency may withhold an amount from the progress payment sufficient to pay the expenses the Using Agency reasonably expects to incur in correcting the deficiency set forth in the written finding. Payment requests not submitted within AIA formats shall be paid in accordance with the terms and conditions of the Contract.


 - B. Retention - Unless arrangements have been made for substitute security and except for Job-Order-Contracting, the Using Agency will retain 10% of each progress payment made to Contractors until the work is 50% complete. After the Contract is 50% completed no more than 5% of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project. Retention is to be released upon final acceptance of the work and receipt of a certificate of performance. Retention must be returned within sixty (60) days after final completion or filing the notice of final completion.
- Note: Retention for Design-Build Construction Services and Construction-Manager-at-Risk are optional. Retention for Job-Order-Contracting Construction Services is prohibited.
- C. Consultant progress payment requests which are not approved will be returned to the consultant clearly stating the non-compliance. The consultant will also be notified payment is being held pending receipt of a revised and corrected payment request.

 - D. Notification of progress payment to a prime Contractor shall be made to the subcontractor within five (5) days of each payment, if requested by the subcontractor.

 - E. A forbearance procedure may be used by the County when, through no fault of the County, a consultant or Contractor is unable or unwilling to complete the required scope of work within the Contracted performance period. The forbearance shall acknowledge

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the consultant or Contractor's past due performance while maintaining and protecting the County's Contractual rights and remedies. The seriousness of meeting the schedules and completion dates shall be conveyed to the consultant or Contractor during fee negotiations and time of Award and Contract performance.


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		Article 6	Date 2/19/99
SUBJECT	CONTRACT CLAUSES		

MC1-601 CONTRACT CLAUSES


- A. The Director may promulgate procedures permitting or requiring the inclusion of clauses providing for appropriate remedies, adjustments in prices, time of performance or other Contract provisions.

- B. The Director may modify the clauses promulgated under this Article for inclusion in any particular Maricopa County Contract, provided that any variation is stated in the Solicitation.

- C. All Contract clauses shall be consistent with the provisions of this Code.

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SUBJECT ARTICLE 7			

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	MARICOPA COUNTY PROCUREMENT CODE	OFFICE OF PROCUREMENT SERVICES	
		Article 8	Date 10-01-2004
SUBJECT		MATERIALS MANAGEMENT	

MC1-801 COUNTY PROPERTY PROCEDURES

The Board of Supervisors shall approve procedures governing:


- A. The management of Materials during their entire Life Cycle.
- B. The acquisition and distribution of federal surplus Materials.
- C. The sale, lease, trade-in, or disposal of Surplus Materials.
- D. The transfer of Excess Materials, Surplus Materials and Fixed Assets.
- E. The trade-in of Excess Materials, Surplus Materials and Fixed Assets.

MC1-802 MANAGEMENT OF MATERIALS

- A. The Procurement Officer shall ascertain or verify that Materials and Services procured by such Officer conform to Specifications as set forth in the Solicitation. The Procurement Officer may establish inspection and testing facilities, employ inspection personnel, enter into arrangements for the joint or cooperative use of laboratories and inspection and testing facilities, and Contract with others for inspection or testing work as needed. The Procurement Officer may delegate authority for inspection and testing.
- B. The Director shall have general responsibility for establishing and maintaining a commodity code numbering system which can be used for all inventories of expendable supplies, whether stored or in use belonging to Maricopa County Agencies. This responsibility shall not relieve any agency of accountability for supplies under its control.
- C. Each Using Agency shall exercise general supervision of any receiving, storage, and distribution facilities they maintain. All warehouses and storage areas shall be inventoried at least annually.
- D. Each Maricopa County Using Agency shall conduct inventories at the end of the fiscal year in accordance with the procedures set forth in the Maricopa County Property Manual.

MC1-803 DISPOSITION

- A. The Board of Supervisors acts in all matters pertaining to the disposition of Surplus Materials.
- B. Using Agencies shall follow procedures and forms prescribed in the Maricopa County


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Property Manual to transfer Surplus Materials.

- C. Transfer of Excess or Surplus Materials to Surplus Property or between other Maricopa County Using Agencies is the responsibility of the Using Agency.
- D. Disposition of Surplus Materials:
 - 1. Surplus Materials shall be disposed of as provided by law. Only certified funds or cash shall be accepted for sales of Surplus Materials.
 - 2. Auctions shall be advertised in accordance with statutory provisions. When making sales by auction, the Solicitation shall specify all the terms and conditions of any sale.
 - 3. Before Surplus Materials are disposed of by trade-in to a vendor for credit on an acquisition, the Board of Supervisors shall approve such disposal.
- E. Without a public auction, by unanimous approval of the Board of Supervisors, Surplus Material may be sold or leased to any other duly constituted governmental entity including the State, cities, towns, other counties; or County property may be sold or leased, for a specific use, to any solely charitable, social or benevolent nonprofit organization incorporated in or operating in this State (A.R.S. § 11-251.9 and 11-251.55).
- F. Maricopa County may sell, through retail sales, property which the Board of Supervisors deems no longer useful and designates as surplus. Property will be sold at no less than fair market value if the property has a fair market value documented at no more than \$1,000. Property assessed to be at a fair market value in excess of \$1,000 but less than \$15,000 will be sold by private Bid which prior to completion of sale must be advertised in a notice of sale. Notice of sale shall be published in a newspaper of general circulation in the County and for thirty (30) days after such notice Bids may be submitted that exceed the sale price by at least five percent. The county shall select the highest Bid received at the end of the thirty (30) day period.

MC1-804 FIXED ASSET INVENTORY RECORDS

Using Agencies shall submit to the Finance Department verification by a physical count of Fixed Assets as provided from the Finance Department at the end of the fiscal year and at the change of Department or Agency Head.

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SUBJECT		MATERIALS MANAGEMENT	

MC1-805 LOST, STOLEN OR DESTROYED MATERIALS


The loss, theft or destruction of materials shall be immediately reported to the appropriate law enforcement agency and/or Risk Management office.

MC1-806 FEDERAL AND STATE SURPLUS MATERIALS PROGRAM

A Using Agency may acquire Federal Surplus Property or State Surplus Property Materials as may be usable and necessary for public purposes by a Using Agency.

MC1-807 AUTHORITY FOR TRANSFER OF MATERIALS

Notwithstanding any provision of law to the contrary, the Board of Supervisors may confer on any officer or employee thereof continuing authority to secure the transfer to it of Federal and State surplus materials and to obligate its monies to the extent necessary to comply with the laws and conditions of such transfers.


	MARICOPA COUNTY PROCUREMENT CODE	DEPARTMENT OF OFFICE OF PROCUREMENT SERVICES	
		Article 9	Date 10/19/2011
SUBJECT LEGAL AND CONTRACTUAL REMEDIES			

MC1-901 RULES OF PROCEDURE

Rules of procedure providing for the expeditious administrative review of all Contract claims or Procurement controversies both before the Purchasing Agency and through an appeal are set forth in this Article.

MC1-902 DEBARMENT AND SUSPENSION OF CONTRACTORS

- A. The County Manager, at the recommendation of staff, for cause, may suspend and/or debar any Person from consideration for Award of a Contract pursuant to this Code. The Suspension may not exceed more than six months and a Debarment may not exceed more than three years for each offense.
- B. The causes for Debarment or Suspension shall include, but are not limited to, the following:
 - 1. Conviction of any Person or any subsidiary or affiliate of any Person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private Contract or subcontract, or in the performance of such Contract or subcontract.
 - 2. Conviction of any Person or any subsidiary or affiliate of any Person under any statute of the Federal government, this State or its political subdivision or any other State for:
 - a. Embezzlement
 - b. Theft
 - c. Fraudulent schemes and practices
 - d. Bid rigging
 - e. Perjury
 - f. Forgery
 - g. Bribery
 - h. Falsification or destruction of records
 - i. Receiving stolen property
 - j. Any other offense indicating a lack of business integrity or business honesty, which affects responsibility as a Contractor.
 - 3. Conviction or civil judgment finding a violation by any Person or any subsidiary or affiliate of any Person under State or Federal Antitrust Statutes.
 - 4. Violations of Contract provisions of a character which are deemed to be so


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serious as to justify Debarment or Suspension, such as either of the following:

- a. Knowingly fails without good cause to perform in accordance with the Specifications or within the time limits provided in the Contract.
 - b. Failure to perform or unsatisfactory performance in accordance with the terms of the Contract, except that failure to perform or unsatisfactory performance caused by the acts beyond the control of the Contractor shall not be considered to be a basis for Debarment or Suspension.
- 5. Any other cause deemed to affect responsibility as a Maricopa County Contractor, including Suspension or Debarment of such Contractor or any subsidiary or affiliate of such Contractor by another governmental entity.
- C. An administrative review shall be held by the County Manager or designee on any Person considered for Debarment or Suspension. A written notice to the Person considered for Debarment or Suspension shall be mailed at least 10 working Days prior to the administrative review and shall at the minimum include:
 - 1. Date, time and place of the administrative review;
 - 2. Statement of reasons for the recommended action; and
 - 3. A statement to the Person that they may attend and offer information on their behalf.
- D. After a decision has been determined, a written notice shall be sent to the Person citing the:
 - 1. Action taken and the effective date and length of time the action shall be in effect.
 - 2. Reasons for the action taken.

MC1-903 JUDICIAL REVIEW

The final decision of the County Manager or designee regarding Debarment or Suspension may be the subject of judicial review which shall be filed with the Superior Court in Maricopa County.

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MC1-904 VIOLATION; CLASSIFICATION; LIABILITY; ENFORCEMENT AUTHORITY

- A. A Person who Contracts for or purchases any ICommodity, Services or Construction without approval of the Board of Supervisors or in a manner contrary to the requirements of this Code or the Arizona Revised Statutes may be personally liable for the recovery of all public monies paid plus twenty percent of such amount and legal interest from the date of payment and all costs and damages arising out of the violation. (A.R.S. 41-2616)

- B. A Person who intentionally or knowingly Contracts for or purchases any Commodity, Services or Construction pursuant to a scheme or artifice to avoid the requirements of this Code is guilty of a Class 4 felony.

- C. The Maricopa County Attorney on behalf of Maricopa County shall enforce the provisions of this Code.


MC1-905 PROTEST AND APPEALS OF CONTRACT AWARDS

- A. Filing
 - 1. Protests are to be Filed with the Procurement Officer issuing the Solicitation or Contract. A written decision will be made within fourteen (14) Days after the protest has been filed. The decision shall contain an explanation of the basis of the decision.


 - 2. Appeals are to be Filed with Procurement Officer's respective department director within seven (7) Days from receipt of the Procurement Officer's decision. A written decision will be made within fourteen (14) Days after the appeal has been filed. The decision shall contain an explanation of the basis of the decision and shall be the County's final determination.

- B. Time for filing protests, appeals and review of Contract Awards:
 - 1. Protests based upon alleged improprieties in a Solicitation that are apparent before the deadline for submission of a response to the Solicitation shall be Filed before the deadline or within ten (10) Days after the protestor knows or should have known of the alleged impropriety, whichever is earlier.

 - 2. In cases where the alleged improprieties are not apparent before the deadline for submission of a response to the Solicitation, protests shall be Filed within ten (10) Days after the protestor knows or should have known the basis of the protest, and no later than the Award of the Solicitation.

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3. In all cases not covered by sections MC1-905 (B) (1) and (2), the protest shall be Filed within ten (10) Days after Contract Award.
 4. If the protester shows good cause why the above time requirements could not be met, the Procurement Officer may consider any protest that is not Filed timely.
 5. Notice of protesting action shall be given to the successful Contractor if the Award has been made or, if no Award has been made, to the recommended Contractor.
 6. If the protest is Filed before the Award of Contract, the Award shall be stayed unless a Written Determination is made that the Award of the Contract without delay is necessary to protect a substantial interest of Maricopa County.
 7. The time limit for decisions set forth herein may be extended not to exceed thirty (30) Days without consent of the protester. The protestor shall be notified in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.
 8. The decision shall be furnished to the protestor or appellant by certified mail, return receipt requested or by any other method that provides evidence of receipt.
- C. The following administrative process details the procedure to be followed for protests and appeals of Contract Awards. Any participating Respondent or Contractor may protest the proposed Award or the Award of a Maricopa County Contract or any dispute related to their Contract. The content of the protest, appeal or dispute shall be in writing and shall include the following information:
1. The name, address and telephone number of the protestor;
 2. The signature of the protestor or their representative;
 3. Identification of the Purchasing Agency and the Solicitation or Contract number;
 4. A detailed statement of the legal and/or factual grounds including copies of relevant documents; and
 5. The form of relief requested.


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D. Remedies

1. Appropriate remedies may include one or more of the following:
 - a. Terminate the Contract;
 - b. Reject and reissue the Solicitation;
 - c. Issue a new Solicitation;
 - d. Award a Contract consistent with this Code;
 - e. Decline to exercise an option to renew under the Contract,
 - f. Amend the Solicitation; or
 - e. Such other relief as is determined necessary.

MC1-906 CONTRACT DISPUTES

- A. Except as may otherwise be provided for by law, or otherwise specifically agreed to by the Contracting parties, any dispute not involving a question of law arising during Contract performance that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County's Contract disputes process:
1. Disputes must be Filed with the Contract administrator administering the Contract, if one has been appointed, or if not, with the Procurement Officer, within ten (10) Days from the date the Contractor knew or should have known the basis of the dispute.
 2. The Contract administrator or Procurement Officer as applicable shall respond in writing to the dispute within fourteen (14) Days.
 3. The Contractor may abide by the decision or may appeal the decision to the applicable director within seven (7) Days.

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SUBJECT INTERGOVERNMENTAL PROCUREMENT			

MC1-1001 APPLICABILITY

Cooperative Purchasing agreements entered into pursuant to Article 10 of this Code shall be limited to the areas of Procurement, warehousing or management of materials.


MC1-1002 PROCUREMENT AGREEMENT APPROVAL

All Cooperative Purchasing agreements entered into pursuant to Article 10 of this Code by Maricopa County shall be approved by the Board of Supervisors.

MC1-1003 COOPERATIVE PURCHASING AUTHORIZED

Any Public Procurement Unit may either participate in, sponsor, conduct or administer a Cooperative Purchasing agreement for the Procurement of any Materials, Services, Professional Services, Construction or Construction Services with one or more other Public Procurement Units or External Procurement Entities in accordance with an agreement entered into between the participants. Cooperative Purchasing may include joint or multi-party contracts between Public Procurement Units and open-ended Public Procurement Unit Contracts that shall be available to other Public Procurement Units. A Public Educational or Public Health Institution may enter into an agreement pursuant to this section if one or more of the parties involved is a Public Procurement Unit. Parties under a Cooperative Purchasing agreement may:

1. Sponsor, conduct or administer a cooperative agreement for the Procurement of any Materials, Services, Professional Services, Construction or Construction Services.
2. Cooperatively use Contracts for Materials, Services, Professional Services, Construction or Construction Services.
3. Commonly use or share warehousing facilities, capital equipment and other facilities.
4. Provide personnel, except that the requesting Public Procurement Unit shall pay the Public Procurement Unit providing the personnel the direct and indirect Cost of providing the personnel, in accordance with the agreement.
5. On request, make available to other Public Procurement Units informational, technical or other Services that may assist in improving the efficiency or economy of Procurement. The Public Procurement Unit furnishing the informational or technical Services has the right to request reimbursement for the

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reasonable and necessary Costs of providing such Services.

6. Pursuant to procedures for Cooperative Purchasing adopted by the Chief Procurement Officer, Materials, Services, Professional Services, Construction and Construction Services purchased under the terms of a Contract between a Contractor and a Public Procurement Unit or external Procurement entity without complying with the requirements of MC1-315 through 324, MC1-325 through 327, MC1-328 through 339, MC1-340 through 345, MC1-374 through 379, and MC1-503 or as otherwise provided in this Code.
7. The activities described in Paragraphs 1 through 6 above do not limit what parties may do under a Cooperative Purchasing agreement.

MC1-1004 COOPERATIVE STATE PURCHASING AGREEMENT IN FORM OF A STATE REQUIREMENTS CONTRACT


Any State requirement Contract with the Maricopa County Office of Procurement Services entered into pursuant to A.R.S. § 41-2632 shall provide that:

- A. Payment for Materials or Services and inspection and acceptance of Materials or Services ordered by Maricopa County under State Contracts shall be the exclusive obligation of Maricopa County;
- B. The exercise of any rights or remedies by Maricopa County shall be the exclusive obligation of Maricopa County;
- C. Failure of Maricopa County to secure performance from the Contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies; and
- D. Maricopa County shall not use a State Contract as a method for obtaining additional concessions or reduced Prices for similar Material or Services.

MC1-1005 INFORMATIONAL AND TECHNICAL SERVICES

The State Purchasing Administrator has the responsibility to develop, maintain and distribute a list of such information and technical Services available from the State Purchasing Office. Such list contains the names of any Suspended or Debarred Contractors and is distributed to the Maricopa County Office of Procurement Services.

MC1-1006 USE OF PAYMENTS RECEIVED BY A SUPPLYING PUBLIC PROCUREMENT UNIT

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All payments received by a Public Procurement Unit supplying personnel or Services shall be available to the supplying Public Procurement Unit to defray the Cost of the cooperative program.

MC1-1007 CONTRACT CONTROVERSIES

- A. Under a Cooperative Purchasing agreement in which Maricopa County is a party, controversies arising between an administering Public Procurement Unit and its Respondents or Contractors shall be resolved in accordance with Article 9 of this Code.


- B. Any local Public Procurement Unit which is not subject to Article 9 of this Code may enter into an agreement with a Public Procurement Unit to establish procedures or use such units existing procedures to resolve controversies with Contractors, whether or not such controversy arose from a Cooperative Purchasing agreement.

MC1-1008 COMPLIANCE WITH FEDERAL PROCUREMENT

If a Procurement involves the expenditure of Federal assistance or Contract monies, the Chief Procurement Officer or Using Agency shall comply with Federal law and authorized regulations which are mandatorily applicable and which are not presently reflected in this Code.

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SUBJECT ARTICLE 11			

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		Article 12	Date 9/11/2013
SUBJECT		ETHICS IN PUBLIC CONTRACTING	

MC1-1201 EMPLOYEE ETHICS

- A. Maricopa County employment is a public trust. It is the policy of Maricopa County for Employees to maintain high standards of honesty, integrity, impartiality, courtesy and conduct. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering County service. Further guidance can be obtained by referring to the Maricopa County Ethics Handbook.
- B. Maricopa County Employees must discharge their duties impartially so as to assure fair competitive access to governmental Procurement by responsible Contractors and to avoid the appearance of impropriety. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of Maricopa County's Procurement operation.
- C. To achieve the purpose of this article, it is essential that those doing business with Maricopa County also observe the ethical standards prescribed herein.

MC1-1202 SIGNIFICANT PROCUREMENT ROLE


An Employee of any Maricopa County Governmental Unit, who has a Significant Procurement Role in the Procurement of Commodities, Services or Construction shall not accept an offer of employment from or have employment discussions with any Person or entity lobbying for or potentially responding to a Solicitation during a period beginning on signature of the first nondisclosure agreement pertaining to a particular Solicitation or at the time of request for a sole source Procurement or competition impracticable Procurement and ending one year after the purchased Commodities are delivered or the purchase of Services or Construction begins.

MC1-1203 INFLUENCE

- A. Any attempt to realize personal gain through Maricopa County employment by conduct inconsistent with the proper discharge of the Employee's duty is a breach of public trust.
- B. Any effort to influence any Maricopa County Employee or agent to breach the standards of ethical conduct, maybe grounds for Disbarment or Suspension under MC1-902.

MC1-1204 CONFLICT OF INTEREST

It shall be a breach of ethical standards for any Employee or agent acting on behalf of Maricopa County to directly or indirectly participate in or benefit from a Procurement when the Employee, agent or his immediate family has a financial interest in the

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Business or organization, or has a potential for financial gain as a direct result of their actions, unless an exception has been previously granted by the Chief Procurement Officer. The Chief Procurement Officer shall review requests for exceptions on a case by case basis and issue a written determination to support the decision.

MC1-1205 ETHICAL STANDARDS

- A. It shall be a breach of ethical standards for any Person to offer, give or agree to give any Employee or former Employee, or for any Employee or former Employee to solicit, demand, accept, or agree to accept from another Person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a Purchase Request, influencing content of any Specification or Procurement standard, rendering of advise, investigation, auditing or in any advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement of a Contract or subcontract, or to any Solicitation or Proposal thereof.
- B. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime Contractor or higher tier subcontractor or any Person associated therewith, as an inducement for the Award of a subcontract or order.

MC-1206 CONTINGENT FEES


It shall be a breach of ethical standards for a Person to be retained, or to retain a Person, to solicit or secure a Maricopa County Contract upon an agreement or understanding for a commission, percentages, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing Business.

MC-1207 EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

It shall be a breach of ethical standards for any Employee or former Employee who is participating directly or indirectly in the Procurement process to become, or be while such an Employee, the Employee of any Person under Contract with the governmental body by whom the employee is employed.

MC1-1208 CONFIDENTIAL INFORMATION

It shall be a breach of ethical standards for any Employee or former Employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or

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anticipated personal gain of any other Person.