

Apache Junction Fire District



NOTICE OF INVITATION FOR BID

NOTICE OF INVITATION FOR BID NUMBER: 08-002

MATERIAL OR SERVICE: Landscape Maintenance for 6 AJFD Facilities

BID DUE DATE: September 5th, 2008, 4:00 P.M.
LOCAL AZ. TIME

BID SUBMITTAL LOCATION: Fire District Administrative Office
565 N. Idaho Rd.
Apache Junction, AZ 85219

PRE-BID CONFERENCE DATE: Wednesday, August 27th, 2008
TIME: 10:00 A.M.
LOCATION: Fire District Administrative Office
565 N. Idaho Rd.
Apache Junction, AZ 85219

This solicitation may be obtained from our website at: www.ajfd.org

Internet access is available at public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (480) 982-4440 or a copy may be picked up during regular business hours at the Fire District Administrative Office, 565 N. Idaho Rd., Apache Junction, AZ.

If you experience any problems receiving this Invitation for Bid, please call (480) 982-4440.

Apache Junction Fire District



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565 N. Idaho Rd.
Apache Junction, AZ 85219

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TIME: 10:00 A.M.
LOCATION: Fire District Administrative Office
565 N. Idaho Rd.
Apache Junction, AZ 85219

CONTRACT OFFICER: Chuck Hanson
TELEPHONE NUMBER: (480) 982-5929

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS COMPLETE SOLICITATION BY CALLING THE APACHE JUNCTION FIRE DISTRICT AT (480) 982-4440. A COPY MAY ALSO BE DOWNLOADED FROM THE APACHE JUNCTION FIRE DISTRICT WEB SITE AT: www.ajfd.org

Competitive sealed bids for the specified material or service shall be received by the Fire District, 565 N. Idaho Rd., Apache Junction, Arizona 85219, until the time and date cited. Bids received by the correct time and date shall be publicly recorded.

Bids must be in the actual possession of the Fire District at the location indicated, on or prior to the exact time and date indicated above. Late bids shall not be considered. Bids submitted to the Fire District Administrative Office location prior to the cited time and date will not be considered late. The prevailing clock shall be the Fire District Administrative Office clock.

Bids must be submitted in a sealed envelope. The Invitation for **Bid number, bidder's name and address** should be clearly indicated **on the outside** of the envelope. All bids must be completed in ink or typewritten. No electronic or fax submissions will be accepted. Questions must be addressed to the Contract Officer listed above.

ISSUE DATE: August 11th, 2008

THIS BID IS OFFERED BY: _____

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID:**
 - A. All bids shall be on the forms provided in this Invitation for Bid (IFB) package. It is permissible to copy these forms if required. Facsimiles, telegraphic bids or mailgrams shall not be considered.
 - B. The Offer and Acceptance page shall be submitted with an original ink signature by the person authorized to sign the bid.
 - C. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the bid.
 - D. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
 - G. The Fire District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in the straightforward and concise manner.
 - H. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
2. **INQUIRIES:** Any question related to an IFB shall be directed to the Contract Officer whose name appears on the notice page. The bidder shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate IFB number, page, and paragraph number. However, the bidder must not place the IFB number on the outside of an envelope containing questions, because such an envelope may be identified as a sealed bid and may not be opened until after the official bid due time and date. Oral interpretations or clarifications will be without legal effect.
3. **WITHDRAWAL OF BID:** At any time prior to a specified IFB due time and date, a bidder (or designated representative) may withdraw the bid. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.
4. **LATE BIDS:** Late bids shall be rejected and returned to the bidder.
5. **AMENDMENT OF BID:** The bidder shall acknowledge receipt of an IFB amendment by signing and returning the document by the specified due time and date.
6. **BID RESULTS:** Bid results **are not** provided in response to telephone inquiries. A tabulation of bids received is forwarded upon request to bidders after evaluation and award. This tabulation is also on file and available for review **after contract award** in the Fire District Administrative Office.
7. **AWARD OF CONTRACT:**
 - A. Unless the bidder states otherwise, or unless otherwise provided within the IFB, the Fire District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Fire District.
 - B. Notwithstanding any other provision of the IFB, the Fire District reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all bids, or portions thereof; or
 - (3) Reissue an IFB.
 - C. A response to an IFB is an offer to contract with the Fire District based upon the terms, conditions, and specifications contained in the Fire District's IFB. Bids do not become contracts unless and until they are executed. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Procurement contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
9. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the Fire District and shall become a matter of public record available for review pursuant to Arizona Revised Statute governing public records.
10. **PAYMENT:** The Fire District shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment terms offered shall be specifically stated in the bid.
11. **DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date Fire District's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the bid price in determining the low bid. However, the Fire District shall be entitled to take advantage of any payment discount offered by vendor provided payment is made within the discount period. Unless otherwise specified on the Offer and Acceptance page, a two percent/twenty-one days cash discount will be assumed as allowable and will be considered in determining bid award.
12. **TAXES:** All applicable sales tax shall be indicated as a separate item.

Scope of Services

1.0 GENERAL OVERVIEW:

The Apache Junction Fire District (AJFD) is community owned and operated for the sole benefit of the citizens that we serve. AJFD is located in the far-east portion of the greater Phoenix Metropolitan area. AJFD is located in Pinal County. AJFD has 6 facilities currently needing constant landscape care and maintenance; Fire Stations 261, 262, 263, 264; the AJFD Administrative Offices, and the AJFD Fitness Center. Any questions regarding said contract services may be directed toward the facilities manager for the AJFD, Captain Chuck Hanson at (480) 982-5929, or (480) 982-4440.

1.1 GENERAL SPECIFICATIONS:

1. Routine Landscape Maintenance to include, but not limited to:
 - a. Weed Control.
 - b. Pruning Trees and Shrubs.
 - c. Irrigation System Monitoring.
 - d. Trash and Debris Removal.
 - e. Fertilization.
 - f. Chemical Application.
2. All routine maintenance shall be provided on a weekly to bi-weekly schedule so as to promote and maintain an attractive and fresh appearance with particular attention to entryways, focal points, and high traffic areas.
3. All non-routine maintenance shall be discussed with owner prior to start of work. (Please include a detailed price listing of all non-routine maintenance).

1.2 LOCATIONS:

1. AJFD Fire Administration Facility
565 N. Idaho Road
Apache Jct., AZ 85219
2. AJFD Fire Station 261
1135 W. Superstition Blvd.
Apache Jct., AZ 85220
3. AJFD Fire Station 262
3955 E. Superstition Blvd.
Apache Jct., AZ 85219
4. AJFD Fitness Center
3945 E. Superstition Blvd.
Apache Jct., AZ 85219
5. AJFD Fire Station 263
1645 S. Idaho Road
Apache Jct., AZ 85219
6. AJFD Fire Station 264
7557 E. US Hwy 60
Gold Canyon, AZ 85218

END OF SPECIFICATIONS

SPECIAL TERMS AND CONDITIONS

- 2.0 SCOPE:** Bids are requested for the routine maintenance of landscaping for all applicable AJFD facilities as noted in the Scope of Services Section.
- 2.1 PRE-BID CONFERENCE:** Wednesday, August 27th, 2008, 10:00 AM. Located at our Fire Administration Office, 565 N. Idaho Rd., Apache Junction, AZ 85219.
- 2.2 BID OFFER:** Bids are an irrevocable offer for ninety (90) days after the formal Bid Opening date and time. The district reserves the right; in it's sole discretion, to reject all bids.
- 2.3 VENDOR'S PROPOSAL:** Compliance, equivalence or exception to these specifications will be noted on each item of the SPECIFICATIONS pages of this Invitation for Bid.
- Any equals or exceptions that are not fully stated on the SPECIFICATIONS pages themselves must be submitted in an attached letter and be clearly referenced by Paragraph number. Equals or exceptions must be fully explained and documented. Bidders shall state why, in their opinion, the equipment or materials offered will render equivalent reliability, coverage, and performance.
- If no exceptions are taken, the Fire District will expect and require complete compliance with the specifications and conditions of purchase.
- 2.4 BRAND, TRADE NAMES:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any offer by any vendor, but is only enumerated in order to advise potential bidders of the requirements of the Fire District. Any offer that proposes like quality, design, or performance will be considered.
- 2.5 CURRENT PRODUCTS:** All offers offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 2.6 PRODUCT LITERATURE:** As applicable, bidders shall submit brochures and/or descriptive literature giving detailed specifications of the proposed equipment offered with their bid. This information is necessary for a fair and prompt evaluation of each Bidder's offer. Bidders whose bids do not contain this required information will be notified of the discrepancy and will have 7 calendar days after notification to submit the information. Thereafter, any bids without the required product literature will be rejected as non-responsive.
- 2.7 AWARD:** Award will be made to the best, responsive, and responsible bidder meeting specifications.
- 2.8 DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the Fire District within seven (7) days of initial notification.

- 2.9 CANCELLATION:** The Fire District reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract.
- 2.10 F.O.B.:** Prices shall be F.O.B. destination to the delivery location designated herein. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Fire District will assist the contractor in arranging for inspection.
- 2.11 PAYMENTS:** All payments made by the Apache Junction Fire District for goods or services will be made to the vendor named on the Offer and Acceptance Form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THIS INVITATION FOR BID AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. §31-1461 et.seq.
 - C. The bidder submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
2. **GRATUITIES:** The Fire District may, by written notice to the contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer or employee of the Fire District making any determinations with respect to the performing of such contract. In the event this contract is canceled by the Fire District pursuant to this provision, the Fire District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.
3. **SUBSEQUENT EMPLOYMENT:** The Fire District may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Fire District is or becomes, at anytime while the contract or any extension of the contract is in effect an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective upon receipt.
4. **APPLICABLE LAW:** This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
5. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Fire District procurement policy.
6. **CONTRACT:** The contract shall be based upon the IFB issued by the Fire district and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The Fire District reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the Fire District's Director of Procurement, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the Apache Junction Fire District and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
7. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the Fire District's Fire Chief and persons duly authorized to enter into contracts on behalf of the Contractor.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity, and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Fire District payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION - PAROLE EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the Fire District, and no delegation of any duty of Contractor shall be made without prior written permission of the Fire District's Fire Chief. The Fire District shall not unreasonably withhold approval and shall notify the Contractor of the Fire District's position within 15 days of receipt of written notice by the Contractor.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Fire District's Fire Chief. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Fire District shall not unreasonably withhold approval and shall notify the Contractor of the Fire District's position within 15 days of receipt of written notice by the Contractor.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the bidder's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
15. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement in accordance with the Fire District's Procurement Policy (Article IX, Chapter 28). A protest of an IFB shall be received at the Administrative Office before the IFB opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the IFB or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
16. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
17. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the Fire Chief, the Fire District shall not unreasonably withhold permission.
18. **RIGHT TO INSPECT:** The Fire District may, at reasonable times, and at the Fire District's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
19. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
20. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the Fire District, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agent, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement, or arising out of Worker's Compensation Claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Contractor and/or its subcontractors or claims under similar such laws or obligations. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the Fire District or its employees.
21. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the Fire District until the Fire District actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
22. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials/services must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
23. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Fire District, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
24. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Compliance shall conform to the cancellation clause set forth within this document.
25. **INSPECTION:** All material or service is subject to final inspection and acceptance by the Fire District. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
26. **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on Fire District property. If the Contractor fails to do so and damages such buildings, equipment, and vegetation, the Contractor shall replace or repair the damage at no expense to the Fire District as directed by the Fire Chief. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

- 27. FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 28. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the Fire District. Upon completion of the repair, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition.
- 29. ACCEPTANCE:** All material and/or services are subject to final inspection and acceptance by the Fire District. Material or service failing to conform to the specifications of the contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.
- 30. WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the Fire District, shall not alter or affect the obligations of the Contractor or the rights of the Fire District under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 31. LIENS:** All materials, services, and other deliverables supplied to the Fire District under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the Fire District. Upon request of the Fire District, the Contractor shall provide a formal release of all liens.
- 32. OVERCHARGES BY ANTITRUST VIOLATIONS:** The Fire District maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Fire District any and all claims for such overcharges as to the materials or services used to fulfill the contract.
- 33. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Apache Junction Fire District. The Fire District reserves the right to obtain like goods or services from another source when necessary.
- 34. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the Apache Junction Fire District, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 35. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the Apache Junction Fire District and shall not be used or released by the Contractor or any other person except with prior written permission by the Fire District.
- 36. PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with noninfringing equipment, or modify it so it becomes noninfringing.
- 37. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.
- 38. TAX OFFSET POLICY:** If applicable, in evaluating bids and for purposes of determining the low bidder, the Fire District shall include the amount of applicable business privilege tax, except that the amount of the Apache Junction Fire District business privilege tax shall not be included in the evaluation.

39. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

May: Indicates something that is not mandatory but permissible.

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

"Fire District"	The Apache Junction Fire District, Arizona, 3955 East Superstition Blvd, Apache Junction, AZ 85219
"Contractor/Consultant"	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by the Apache Junction Fire District.
"Contract"	The legal agreement executed between the Apache Junction Fire District, AZ and the Contractor/Consultant.
"Contract Representative"	The Fire District employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Fire Chief"	The contracting authority for the Apache Junction Fire District, AZ, authorized to sign contracts and amendments thereto on behalf of the Apache Junction Fire District, AZ.

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

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

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

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

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

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

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

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

41. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The Fire District may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

42. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the Fire District except by the Fire District's express written consent given subsequent to the execution of the contract. However, at the Fire District's sole option, or by other means expressly approved by the Fire District, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

43. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the Fire District for the purpose of assuring that no information contained in its records or obtained from the Fire District or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the Fire District. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the Fire District.

OFFER AND ACCEPTANCE

OFFER

TO THE APACHE JUNCTION FIRE DISTRICT:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph (1) of the Apache Junction Fire District Standard Terms and Conditions.

PROMPT PAYMENT DISCOUNT:

As stated in the "Instructions to Bidders" paragraph (11) "Discounts," the price(s) quoted herein can be discounted by _____%, if payment is made within _____ days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within _____ calendar days after receipt of an order.

SALES TAX PERCENT: _____% (See Instructions to Bidders, Paragraph 12).

For clarification of this offer, contact:

Company Name

Address

Fire district State Zip

Name: _____

Phone: _____

Fax: _____

Signature of Person Authorized to Sign

Printed Name

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the Fire District.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order.

APACHE JUNCTION FIRE DISTRICT

Approved as to form this _____ day of _____, 2008.

Awarded this _____ day of _____, 2008.

Apache Junction Fire Board Chairperson

Apache Junction Fire Board Clerk