

Pinal County Purchasing Division
Definitions

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| Advantageous | “Advantageous” means in the best interests of Pinal County as solely determined by the Director except as otherwise specified in the Pinal County Procurement Code. |
| A/E Consultant Services | “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 Pinal County and its governmental units. |
| Addenda or Addendum | “Addenda” or “Addendum” means a document attached to, and made a part of, the original contract. The language can override terms and conditions, or it can provide clarity to items that may not be spelled out. |
| Affiliate | “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. The term applies to persons doing business under a variety of names, persons in a parent-subsidary relationship, or persons that are similarly affiliated. |
| Amendment | “Amendment” means a change to any previously agreed upon terms/conditions of an executed contract. |
| Award | “Award” means the final execution of a contract by the County representative as authorized by the County Board of Supervisors. |
| Attachment | “Attachment” means any item the solicitation requires a Responder to submit as part of the offer. |
| Bid | “Bid” means an offer to perform a contract for work and labor or supplying goods or services at a specified time. |
| Bid Bond | “Bid Bond” means a form of security, which indemnifies the County against a successful respondent’s failure to execute the contract documents and proceed with performance. |
| Bond | “Bond” means a form of security in compliance with the Arizona Revised Statutes which indemnifies the County from various events. |
| Brand Name or Equal Specification | “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 Pinal County requirements, and that provides for the submission of equivalent products. |
| Brand Name Specification | “Brand Name Specification” means a specification limited to one or more items by manufacturers' name or catalog numbers. |

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| Business | “Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity. |
| Capability | “Capability” means respondent’s ability to fully perform the contract requirements at the time of award. |
| Change Order | “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 sum, time of performance, quantity, and/or degree of services contemplated in the original contract’s intent. |
| Clarification | “Clarification” means written or oral communication between the Procurement Officer and Responder for the purpose of providing a greater mutual understanding of the offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information. |
| Commodities | “Commodities” means all property, including equipment, supplies, printing, insurance and leases of personal property, but does not include land or other real property interests. |
| Competition Impracticable | “Competition Impracticable” means a procurement requirement which makes compliance with State and County competitive purchasing statutes impracticable, unnecessary or contrary to public interest but which is not an emergency. |
| Construction | “Construction” means a process of improving, altering, remodeling, or demolishing of any public structure, highway, bridge, or 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, highways, bridges or public property. |
| Construction Agency | “Construction Agency” means a Pinal County Governmental Unit, duly authorized to issue contracts for construction and consultant services for construction. |
| Construction Manager at Risk (CMAR) | “Construction Manager at Risk (CMAR)” 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. |
| Contract | “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. |
| Contract Amendment | “Contract Amendment” means a document signed by the County representative authorized by the County Board of Supervisors for the purpose of making changes to any previously agreed upon terms/conditions of an executed contract. |
| Contractor | “Contractor” means any person who has a contract with the County or a County department. |
| Contractor Indemnitor | “Contractor Indemnitor” means contractor or any of its owners, officers, directors, agents, employees or subcontractors. |

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| Cost | “Cost” means, for the purposes of the Pinal County Procurement Code, the actual amount paid or incurred by a contractor to provide a commodity or service exclusive of any profit or markup. |
| Cost Analysis | “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. |
| Cost Data | “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. |
| Cost-Plus-Fixed-Fee Contract | “Cost-Plus-Fixed-Fee Contract” 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. |
| Cost-Plus-A-Percentage-Of-Cost Contract | “Cost-Plus-A-Percentage-Of-Cost Contract” 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. |
| Cost-Reimbursement Contract | “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 the Pinal County Procurement Code, and a fee, if provided for in the contract. |
| County | “County” means Pinal County or any Department, Office or Special District of the County. |
| County Indemnites | “County Indemnites” means, collectively, Pinal County, its departments, agencies, boards, and their respective elected officials, officers, agents, and employees. |
| Data | “Data” means documented information, regardless of form or characteristic. |
| Days | “Days” means calendar days unless otherwise specified. |
| Debarment | “Debarment” means an action taken by the Director to prohibit a person from participating in Pinal County procurements. |
| Defective Data | “Defective Data” means data that is inaccurate, incomplete, outdated, or misleading. |
| Department | “Department” means the Finance Department. |
| Design-Bid-Build | “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 responsible and responsive respondent constructs the project under a second and separate contract. |
| Design-Build | “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 A.R.S. §34-603 before this procedure may be used. |
| Designee | “Designee” means a duly authorized representative of the Director. |

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| Descriptive Literature | “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. |
| Design Specification | “Design Specification” means a specification that sets forth physical characteristics in definitive terms. |
| Direct Transfer | “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 property area. |
| Director | “Director” means the Finance Director for Pinal County. |
| Due Date | “Due Date” means the date and time set forth in the solicitation after which no bid, proposal, or other offer will be considered. |
| Earth Moving, Material Handling, Road Maintenance, and Construction Equipment | “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 manufacture's minimum unit list price of \$50,000 or more and a minimum expected life cycle of three years. |
| Eligible Procurement Unit | “Eligible Procurement Unit” means a public procurement unit or a public educational or public health institution. |
| Emergency Procurement | “Emergency Procurement” means a procurement occurring under a written declaration of emergency by the appropriate County leader. |
| Employee | “Employee” means an individual drawing a salary from a County governmental unit. |
| Errors and Omissions (E&O) Insurance | “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. |
| Established Catalog Price | <p>“Established Catalog Price” means the price included in a catalog, price list, schedule or other form that:</p> <ul style="list-style-type: none"> • 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. |
| Excess Materials | “Excess Materials” means any materials which have a remaining useful life but which are no longer required by the using department in possession of the materials. |
| Excess Fixed Assets | “Excess Fixed Assets” means any personal property which has a remaining useful life but which is no longer required by the using department in possession of the fixed assets. |

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| Exhibit | “Exhibit” means any item labeled as an exhibit in the solicitation or contract; or placed in the exhibits section of the solicitation or contract. |
| Expendable Commodities | “Expendable Commodities” means all tangible commodities other than fixed assets. |
| Filed | “Filed” means delivery to the Procurement Officer or to the Director, whichever is applicable. A time/date stamp affixed to a document by the office of the Procurement Officer or the Director, whichever is applicable, shall be determinative of the time of delivery for purposes of filing. |
| Finished Goods | “Finished Goods” means units of manufactured product awaiting sale. |
| Fiscal Year | “Fiscal Year” means the period beginning with July 1 and ending June 30. |
| Fixed-Price Contract | “Fixed-Price Contract” means a price not subject to any adjustments by the contractor in performing a contract. |
| Forbearance | “Forbearance” means the action of refraining from exercising the legal right, especially enforcing the payment of a debt. |
| Force Majeure | “Force Majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without that party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits. |
| Functional Specification | “Functional Specification” means a specification that sets forth the specific operational requirements or results. |
| General Services Administration Contract | “General Services Administration Contract” means contracts awarded by the United States government general services administration. |
| Grant | “Grant” means the transfer of funds, property or services to a County governmental unit. |
| Gratuity | “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received. |
| HIPPA | “HIPPA” (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides for data privacy and security provisions for safeguarding medical information. |

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| Incremental Award | “Incremental Award” means an award of portions of a definite quantity requirement to more than one respondent. Each portion is for definite quantity and the sum of the portions is the total definite quantity required. |
| Indemnitees | “County Indemnitees” means, collectively, Pinal County, its departments, agencies, boards, and their respective elected officials, officers, agents, and employees. |
| Indemnified Basic Claims | “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. |
| Information Systems | “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. |
| Invitation For Bids (IFB) | “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 PC1-315. |
| Invitation To Negotiate (ITN) | “Invitation to Negotiate” means a written solicitation for sealed proposals to select one or more vendors with which to commence negotiations for the procurement of unique goods 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 PC1-344. |
| Job-Order-Contracting (JOC) | “Job-Order-Contracting” means a type of “on-call” construction contract. This type of contract is limited to three years by A.R.S. §34-603. |
| Letter of Interest (LOI) | “Letter of Interest” 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. |
| Life Cycle | “Life Cycle” means the useful life of the material, equipment or systems to the original using department to perform the application for which it was initially procured. |
| Limited Scope Construction Procurement | “Limited Scope Construction Procurement” means statutory dollar limited construction with a simplified bid process. |
| Litigation | “Litigation” means all judicial, administrative, alternative dispute and mediation proceedings or hearings. |
| Liquidated Damages | “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. |
| Materials | “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space. |

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| May | “May” means something that is not mandatory but permissible. |
| Minor Informality | “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. |
| Multiple Award | “Multiple Award” means an award of an indefinite quantity contract for one or more similar commodities or services to more than one respondent. |
| Multi-Step Sealed Bidding | “Multi-Step Sealed Bidding” means a two phase process consisting of a technical first phase composed of one or more steps in which the respondent submits un-priced 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 proposals considered. |
| Negotiations | “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 Multi-Step Sealed Bidding, Competitive Sealed Proposals, Multi-Step Sealed Proposals, Invitation to Negotiate, Request for Quotations, Review of Qualifications, small purchases, sole source procurements, emergency procurements, competition impracticable procurements, and special procurements or contract amendments. |
| Notice of Award | “Notice of Award” means a letter from a County governmental unit advising the responder of the award of a contract. |
| Notice to Proceed | “Notice to Proceed” means written notice from the County authorizing the contractor to start the work specified in the contract. |
| Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO) | <p>“Initial Offer” means, per A.A.C. R2-7-101(33), Responder’s proposal, bid, or quotation submitted to the County in response to the solicitation as initially submitted.</p> <p>“Revised Offer” means any revised versions of the Initial Offer that Responder has submitted to the County at the County’s request as permitted by the Pinal County Procurement Code.</p> <p>“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain the Responder’s most favorable terms for price, service, and products to be delivered.</p> <p>Reference to “an offer”, “the offer”, or “your offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.</p> |
| Offer Due Date | “Offer Due Date” means the exact date and time offers are due. |
| Offeror | “Offeror” means responder to the solicitation. |
| Open Date | “Open Date” means the date and time set forth in the solicitation that the submitted proposals will be opened and recorded. |

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| Payment Bond | “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. |
| Performance Bond | “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. |
| Performance Specification | “Performance Specification” means a specification that sets forth a predefined criteria or objective to be met. |
| Person | “Person” means any corporation, business, individual, union, committee, club, other organization or group of individuals. |
| Price | “Price” means, for the purposes of the Pinal County Procurement Code, the total expenditure for a defined quantity of a commodity or service. |
| Price Analysis | “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. |
| Price Data | “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. |
| Procurement | “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 material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. |
| Procurement Officer | “Procurement Officer” means any person duly authorized by the Director to engage in specific limited procurement activity acting within the limits of authority under the Pinal County Procurement Code. |
| Professional Services | “Professional Services” means services approved by the Board of Supervisors and listed in PC1-203.C as appropriate for procurement pursuant to PC1-354 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. |
| Proposal | “Proposal” means a written offer, solicited or unsolicited, for consideration as a basis for awarding or modifying a contract. |
| Proprietary Specification | “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. |

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| Public Educational or Public Health Institution | “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. |
| Public Procurement Unit | “Public Procurement Unit” means either a local public procurement unit, the department, any other state or an agency of the United States. |
| Purchase Description | “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. |
| Purchase Request | “Purchase Request” means a document, electronic transmission, or verbal request, whereby a using department specifies a need, and may include, but is not limited to, the description of the requested item, delivery schedule, transportation data, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by the Pinal County Procurement Code. |
| Purchasing Department | “Purchasing Department” means Pinal County Purchasing Division of the Finance Department or any County governmental unit delegated by the Director and approved by the Board of Supervisors to engage in specific procurement activity within the limits of authority under the Pinal County Procurement Code. |
| Qualified Products List | “Qualified Products List” means an approved list of commodities described by the manufacturer by model or catalog numbers, that Pinal County has determined will meet the applicable specification requirements prior to a competitive solicitation. |
| Raw Materials | “Raw Materials” means goods, excluding equipment and machinery, purchased for use in manufacturing a product. |
| Regional Award | “Regional Award” means goods, excluding equipment and machinery, purchased for use in manufacturing a product. |
| Request for Information (RFI) | “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. |
| Request for Proposal (RFP) | “Request for Proposal” means the solicitation issued in accordance with PC1-328 through PC1-338 of the Pinal County Procurement Code. |
| Request for Technical Proposal | “Request for Technical Proposal” means the solicitation issued in accordance with PC1-325 and PC1-339. |
| Residual Value | “Residual Value” means the guaranteed minimum value offered by the contractor at the end of the life cycle of the material, equipment or systems being procured. |
| Responder | “Responder” 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 Pinal County invites a person to participate. |

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| Responsible Responder | “Responsible Responder” means an entity having the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. |
| Responsive Responder | “Responsive Responder” means the submission of a bid or proposal from an entity which conforms in all material respects. |
| Review of Qualifications (ROQ) | “Review of Qualifications” means a solicitation procedure set forth in section PC1-354 and PC1-504 to procure services defined in PC1-203C of the Pinal County Procurement Code. |
| Sample | “Sample” means an item furnished by a respondent to show the characteristics of the item offered in the solicitation. |
| Services | “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements. |
| Shall, Will, Must | “Shall, Will, Must” means a mandatory requirement. |
| Should | “Should” means something that is recommended but not mandatory. |
| Simplified Construction Procurement Program | “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 an annually updated construction contractor register. |
| Small Purchase | “Small Purchase” means a purchase of less than five thousand dollars. |
| Solicitation | “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), a Request for Qualifications (“ROQ”), an Invitation to Negotiate (“ITN”), or any other invitation or request by which Pinal County invites a person to participate in a procurement. |
| Solicitation Closing | “Solicitation Closing” means the date and time set forth in the solicitation after which no bid, proposal or other solicitation will be considered. |
| Specification | “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. |
| Standard Commercial Material | “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. |

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| Subcontract | “Subcontract” means any contract, express or implied, between the contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the contract. |
| Surplus Materials | “Surplus Materials” means any materials or fixed assets that no longer have any use to Pinal County. This includes obsolete and scrap materials. |
| Suspension | “Suspension” manner in which the respondent intends to perform certain work, its qualifications, and its terms and conditions as set forth in PC1-325 and PC1-339. |
| Technical Proposal | “Technical Proposal” means un-priced 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 PC1-325 and PC1-339. |
| Total County Cost | “Total County Cost” means costs to Pinal 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 Pinal County costs. |
| Total Life Cycle Cost | “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. |
| Two-Step Competitive Negotiation | “Two-Step Competitive Negotiation” 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. |
| Using Department | “Using Department” means any County governmental unit which utilizes any goods, services or construction procured under the Pinal County Procurement Code and/or is responsible for managing the contract or project. |
| Written Determination | “Written Determination” means a written decision resolving a question or controversy, or finalizing a position within the limits of authority under the Pinal County Procurement Code. |