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PC1-901 RULES OF PROCEDURE


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

PC1-902 DEBARMENT AND SUSPENSION OF CONTRACTORS

A. The County Manager, at the recommendation of staff, may suspend and/or debar any contractor from consideration for award of a contract pursuant to this Code. The suspension may not exceed more than six (6) months and a debarment may not exceed more than three (3) years for each offense measured from the time when the County Manager validates the contractor's corrective action plan has been completed.

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
 - 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 serious as to justify debarment action, such as either of the following:

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- a. Knowingly fails without good cause to perform in accordance with the specification or within the time limit provided in the contract.
 - b. Failure to perform or unsatisfactory performance in accordance with the terms and scope of work requirements of one or more contracts, 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.
5. Any other cause deemed to affect responsibility as a Pinal County contractor, including suspension or debarment of such person or any subsidiary or affiliate of such person by another governmental entity.
- B. An administrative review shall be held by the County Manager or designee of any person or entity considered for debarment or suspension. A written notice to the person or entity considered for debarment or suspension shall be mailed at least fourteen (14) 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. Statement to the person or entity that they may attend and offer information on their behalf.
- C. After a decision has been determined, a written notice shall be sent to the person or entity citing the:
- 1. Action taken and the effective date and length of time the action shall be in effect and corrective measures that need to be implemented.
 - 2. Reasons for the action taken.
- D. Upon completion of both the specified suspension or debarment timeframe and the acceptance by the County Manager that corrective action measures have been implemented, the suspension or debarment will be terminated.

PC1-903 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 Pinal County.

PC1-904 VIOLATION; CLASSIFICATION; LIABILITY; ENFORCEMENT AUTHORITY

- A. A person who contracts for or purchases any material, services or construction 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.
- B. A person who intentionally or knowingly contracts for or purchases any material, services or construction pursuant to a scheme or artifice to avoid the requirements of this Code is guilty of a class 4 felony.

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

PC1-905 PROTESTS AND APPEALS OF SOLICITATIONS AND CONTRACT AWARDS


Any participating respondent or contractor may file a protest of a solicitation or contract award issued by Pinal County or the award of a Pinal County contract with the Procurement Officer. Any participating respondent or contractor may appeal a protest decision of the Procurement Officer to the Director of Finance.

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 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:

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 fourteen (14) 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 fourteen (14) days after the protestor knows or should have known the basis of the protest, and no later than the award of the solicitation.
3. In all cases not covered by sections PC1-905.B (1) and (2), the protest shall be filed within fourteen (14) days after contract award.
4. If the protestor shows good cause, the Procurement Officer may consider any protest that is not filed timely.
5. Notice of protesting action shall be given the successful contractor if the award has been made or, if no award has been made, to the recommended contractor.
6. If a protest is filed before the award of contract or before performance of a contract has begun, the award may be made or contract performance may proceed, unless the Director stays the contract award or performance on determining in writing that there is a reasonable probability that the protest will be sustained or that stay is not contrary to the best interests of Pinal County. The Procurement Officer shall notify contractor(s) or recommended contractor of the stay in writing.
7. The Procurement Officer shall furnish a copy of the decision to the protestor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

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8. The time limit for decisions set forth in subsection A (1) may be extended by the Director for good cause for a reasonable time not to exceed 30 days. The Director shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.
- 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 Pinal 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 Department 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.
- D. Remedies.
- An appropriate remedy may include one or more of the following:
1. Decline to exercise an option to renew under the contract;
 2. Terminate the contract;
 4. Amend the solicitation;
 5. Issue a new solicitation;
 5. Reject and re-issue the solicitation;
 6. Award a contract consistent with this Code;
 7. Such other relief as is determined necessary to ensure compliance with this Code.