



COUNTY OF MOHAVE **NOTICE OF INVITATION FOR BID**

IFB No. 23B11

VIRGIN ACRES ASPHALT

IFB DUE DATE: January 25, 2023 @ 2 P.M. LOCAL AZ
SUBMITTAL LOCATION: Mohave County Procurement Department
700 W. Beale St., First Floor East
Kingman, AZ 86401

PRE-BID WEB CONFERENCE DATE: January 10, 2023
TIME: 10:30 A.M. LOCAL AZ TIME
LOCATION: 3715 Sunshine Dr
Kingman, AZ 86409
Turquoise Room, 1st Floor

Join on your computer or mobile app via Teams
[Click here to join the meeting](#)
Or call in (audio only)
+1 623-473-7231
Phone Conference ID: 951 175 018#

QUESTIONS MUST BE DIRECTED TO: **MORGAN MICHAELS**
PROCUREMENT OFFICER SENIOR
(928) 753-0752, Ext. 1
MichaM@mohave.gov

INTERESTED BIDDERS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT DEPARTMENT WEB SITE AT: procurementbids.mohave.gov INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED BIDDERS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

In order to be considered, Bidders must deliver competitive sealed Bids for the specified material or service to the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, by the time and date cited above. Bids received by the correct time and date will be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit solicitation amendments with a Bid may be grounds for deeming it non-responsive.

Bids must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late Bids will not be considered. The Mohave County Procurement Department clock is the prevailing clock for determining the final deadline time.

Bids must be submitted in a sealed envelope. The Invitation for Bids **number, bidder's name and address** should be clearly indicated **on the outside** of the envelope. All Bids must be completed in blue or black ink or typewritten. Written questions regarding this IFB will be received by the Procurement Department through **January 13, 2023**. Questions must be addressed to the Procurement Officer listed above.

December 23 and 30, 2022
Publish Dates

Issue Date: December 23, 2022

INTRODUCTION & GENERAL INFORMATION

1. GENERAL INFORMATION

- 1.1. PURPOSE:** Mohave County (hereafter referred to as “the County”) is soliciting bids from firms to establish a contract for the supply of approximately 48 tons of MC-250 cutback asphalt for road maintenance at Virgin Acres Boulevard in Littlefield, Arizona. Required asphalt materials shall be in accordance with section 712 of the Maricopa Association of Governments (MAG) Standard Specifications for Public Works Construction, latest edition and ADOT Standard Specifications for Road and Bridge Construction Section 1005, Table 1005-3a.
- 1.2. ARPA FUNDED PROJECT:** The Bidder shall be responsible to have and maintain in current status all Federal, State, and Local licenses and permits required for the operation of all types of business conducted by the Bidder. This project is receiving funding through the American Rescue Plan Act (ARPA).

 - 1.2.1.** The Contractor must have adequate experience with government projects to include Construction Management Services for the full conformance with applicable law, regulatory rules, regulations, and permitting requirements and in accordance with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.
- 1.3.** As part of Federal Funding Requirements, the Entity must register with SAM.GOV to be assigned a Unique Entity ID from the System of Award Management website at: <https://sam.gov/content/home>
- 1.4. AWARD:** Contract award will be made to the lowest responsive, responsible Bidder(s) that meet all of the requirements set forth in the Specifications for each bid item and each location. Consideration will be made for providing the County with supply in all locations that require materials.

 - 1.4.1.** The County reserves the right to award by line item or group of line items.
 - 1.4.2.** No volume is guaranteed, and purchases will be made only per County requirements, if at all.
 - 1.4.3. COUNTY CONTRACT MANAGER:** The County will designate the County’s Contract Manager following award of a Contract. The County’s Contract Manager will be the sole contact for any resulting Contract.
- 1.5. SOLICITATION DOCUMENTS:** The complete solicitation includes the IFB and all associated exhibits.

 - 1.5.1.** The IFB sections are as follows:

 - Notice of Invitation for Bid
 - Introduction & General Information
 - Scope of Work and Specifications
 - Instructions to Bidders
 - Special Terms and Conditions
 - Standard Terms and Conditions
 - Federal Funding Requirements
 - Tax Information
 - Certification
 - Bid Schedule
 - Offer Form
 - Any solicitation amendments which may be issued

SCOPE OF WORK AND SPECIFICATIONS

1. DELIVERABLES AND SPECIFICATIONS

Contractor shall supply, haul, and deliver approximately 48 tons of MC-250 cutback asphalt for road maintenance at Virgin Acres Boulevard in Littlefield, Arizona.

The work will be performed in Littlefield, AZ as listed below:

AREA	PROJECT NAME	TYPE OF WORK	DELIVERY LOCATION
Littlefield	VIRGIN ACRES ASPHALT	Haul 48 Tons of MC-250 Cutback Asphalt	696 Co Hwy 91 Littlefield, AZ 86432

Required asphalt materials shall be in accordance with section 712 of the Maricopa Association of Governments (MAG) Standard Specifications for Public Works Construction, latest edition and ADOT Standard Specifications for Road and Bridge Construction Section 1005, Table 1005-3a.

The Contractor shall be responsible for the safe loading, hauling and delivery of material.

The Contractor shall allow for up to two (2) hours of standby time.

2. QUALITY CONTROL AND QUALITY ASSURANCE

- 2.1. Quality control information shall be delivered in paper copy to the Engineer, or designee, by the Contractor immediately upon delivery and before any placement of the load(s).
- 2.2. The County reserves the right to reject load(s) onsite if asphalt visually does not meet the specifications of MAG section 712 and ADOT section 1005, table 1005-3a.
- 2.3. The County may sample oil at any time and location of a contract load delivery. The County performs oil sample testing under contract specifications through a third-party certified laboratory.

3. PAYMENT PROCESS AND DOCUMENTATION

The Contractor shall provide the County or participating agency an invoice including all charges due for material purchased for a project on a weekly basis, or as otherwise approved in writing by the County's contract administrator. Invoices must refer to a PO issued for the specified project.

Attached to the invoice shall be a copy of all supporting documentation as described herein as well as those which the County's contract administrator requests that are reasonable and possible. Each invoice shall include, at minimum, the following information:

- 3.1. Total quantity of material removed by the agency from the Contractor's site of operation, including loads removed, each load identified by truck, tare weight, total weight and copy of weigh slips.
- 3.2. Invoice Number and Date
- 3.3. Billing Period
- 3.4. Payment Calculation: Total amount of material, in tons, by type supplied to the County for the billing period x Unit Price Per Ton Bid = Extended Amount

Provided the required documentation is complete, the County or participating agency shall remit payment to the Contractor within 30 days of receipt of an invoice. The County or participating agency reserves the right to reject, return, and withhold payment on any invoice found not in compliance with these requirements, or that provide insufficient, incomplete, or vague supporting documentation.

4. TAXES, FEES, AND EXPENSES

Bids shall not include applicable state and local taxes. Applicable taxes shall be properly listed individually on all invoices. All equipment, materials, or supplies sold to the County are exempt from Federal Excise Tax. The County is not otherwise tax exempt.

INSTRUCTIONS TO BIDDERS

1. PARTICIPATION AND SUBMISSION INSTRUCTIONS

1.1. NON-MANDATORY PRE-BID WEB CONFERENCE:

- 1.1.1. The date and time of the Pre-Bid Web Conference are indicated on the cover page of this document.
- 1.1.2. The purpose of the Pre-Bid Conference is to clarify the contents of this IFB in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this IFB, any apparent omission, or any discrepancy should be presented to the County at this Conference. The County will then determine the appropriate action necessary, if any, and issue a written solicitation amendment. Oral statements or instructions will not constitute an amendment to this IFB. No minutes or recording will be taken at the Pre-Bid Conference.

1.2. INQUIRIES:

- 1.2.1. Any question related to this Solicitation must be directed to the Procurement Officer whose name appears on the front page of this document. The Bidder may not contact or ask questions of the end-user department prior to award.
- 1.2.2. Questions must be submitted in writing. Conventional mail, facsimile, or email may be used, but email is preferred.
 - 1.2.2.1. Any correspondence related to a solicitation should refer to the appropriate Solicitation number, page and paragraph number.
- 1.2.3. Oral interpretations or clarifications will be without legal effect. Only answers provided by formal written solicitation amendment will bind the County.

- 1.3. VENDOR APPLICATION: Prior to the award of a contract, the successful Bidder should have a completed vendor application on file with the Department of Procurement. The completed vendor application is required for payment processing. Public access to the Internet is available at all public libraries. The vendor application can be downloaded from the procurement website at:

<https://procurement.mohave.gov/>

1.4. SUBMITTAL INSTRUCTIONS:

- 1.4.1. In order to be considered, the Bidder must send a complete Bid to the Mohave County Procurement Department at the location indicated on the Notice Page no later than the specified opening date and time.
 - 1.4.1.1. Late Bids will not be considered, regardless of the cause. Any Bid received after the submission deadline will be rejected and returned to the Bidder.
 - 1.4.1.2. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Bidders are encouraged to keep this in mind when arranging delivery of their submittals to avoid late delivery.

- 1.4.2. The Bidder's submittal must be presented in a sealed envelope. The following items must be clearly written or marked on the envelope:

- 1.4.2.1. Bidder's (firm) name

- 1.4.2.2. Return address

- 1.4.2.3. The words "SEALED BID"

- 1.4.2.4. Solicitation number

- 1.4.2.5. Description of services/product

- 1.4.2.6. Date and Time of Bid Opening (as specified herein, or as otherwise specified in a bid amendment)

2. FORMATTING AND ACCEPTANCE REQUIREMENTS

2.1. BID FORMAT:

- 2.1.1. A complete Bid must include, at minimum, the following items:

- 2.1.1.1. Signed original offer page

- 2.1.1.2. Signed original solicitation amendments

- 2.1.1.3. Filled-in Bid Schedule

- 2.1.1.4. Tax Information

- 2.1.1.5. Certification

- 2.1.2. All bids must be on the forms provided in this Invitation for Bid (IFB) package. It is permissible to copy these forms if required. Facsimiles or mailgrams will not be considered.

- 2.1.3. The Offer and Acceptance page must be submitted with an original ink signature by the person authorized to sign the Bid.

- 2.1.4. The Price Sheet must be filled in and included in the Bid. Sales tax must be included in Bid pricing on the line provided for it.

- 2.1.5. Erasures, interlineations, or other modifications in the bid must be initialed in original ink by the authorized person signing the Bid.

- 2.1.6. In case of error in the extension of prices in the Bid, unit price will govern. No bid will be altered, amended or withdrawn after the specified bid due time and date, unless in accordance with the Mohave County Procurement Code.

- 2.1.7. Periods of time, stated as a number of days, must be in calendar days.

- 2.1.8. The County will 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.

3. ADVISORIES AND RELATED INSTRUCTIONS

3.1. SOLICITATION AMENDMENTS:

- 3.1.1. Bidders must acknowledge receipt of all issued solicitation amendments by signing and submitting them with their Bid. Failure to submit signed amendments with the bid response may be grounds for deeming a Bid non-responsive.

- 3.1.2. It is the Bidder's responsibility to obtain a copy of any amendment relevant to this Solicitation. Mohave County takes no responsibility for informing recipients of changes to the original solicitation document. Amendments can be obtained in the following ways:

- 3.1.2.1. Amendments can be obtained from the Mohave County website at: <https://procurementbids.mohave.gov/> Internet access is available at all public libraries.
- 3.1.2.2. Bidders may call (928) 753-0752 to request a mailed or facsimile copy.
- 3.1.2.3. Amendments may be picked up during regular business hours at the Procurement Department, 700 W. Beale St., Kingman, AZ.
- 3.2. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date. Any modifications to this will be considered an exception subject to INSTRUCTIONS TO BIDDERS, Section 3.8 "EXCEPTIONS TO CONTRACT PROVISIONS."
- 3.3. **ACCEPTANCE OF BID:**
 - 3.3.1. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
 - 3.3.1.1. waive any immaterial defect or informality;
 - 3.3.1.2. request additional information required for the evaluation of items submitted by bidders;
 - 3.3.1.3. reject any or all Bids, or portions thereof;
 - 3.3.1.4. cancel and reissue the Solicitation.
- 3.4. **FAMILIARIZATION WITH SCOPE OF WORK:** Before signing a contract, a bidder must become familiar with the Scope of Work, applicable laws and regulations, and any other factors affecting performance of work. By signing the Offer Page, the Bidder agrees that they have familiarized themselves with the Scope of Work, applicable laws and regulations, and any other factors affecting performance of the work to the best of their knowledge. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 3.5. **WITHDRAWAL OF BID:** At any time prior to a specified solicitation due time and date a bidder (or designated representative) may withdraw a bid by submitting a written request stating the reason for withdrawal.
- 3.6. **CONFIDENTIAL INFORMATION:** Confidential information will be considered and reviewed per the Mohave County Procurement Code Article 1, Section 5. If a bidder wishes to keep any portion of a bid, submittal, offer, specification, protest, or correspondence confidential, a statement must be provided with the Bid or other documentation. Confidential information must be identified as such wherever it appears. The Procurement Director will review the request and make a determination to confirm or deny it. The information identified as confidential will not be disclosed unless and until the Procurement Director makes a written determination to disclose the information.
 - 3.6.1. Notwithstanding the above, all bids submitted in response to this invitation become the property of the County and become a matter of public record available for review pursuant to the Mohave County Procurement Code.
- 3.7. **BID RESULTS:** Bid results will not be provided in response to telephone inquiries. A PRELIMINARY bid tabulation will be posted on the Procurement Department website procurement.mohavecounty.us within four (4) business days of the advertised bid opening. The information on the PRELIMINARY tabulation will be posted as it was read and prepared during the bid opening. The County makes no guarantee as to the accuracy of any information on the PRELIMINARY tabulation. A FINAL bid tabulation will be posted on the website after contract award and will remain on the website for sixty (60) days after the posting date.
- 3.8. **EXCEPTIONS TO CONTRACT PROVISIONS:** Any exceptions to language or requirements listed in the Solicitation must be submitted in a clearly identified separate section of the sealed Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions will be without force and effect in any resulting Contract unless the exception is specifically

accepted by the Procurement Director in a written statement. The Bidder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.

3.8.1. All exceptions that are contained in the Bid may negatively impact a Bidder's susceptibility for award. A Bid that takes exception to any material requirement of the Solicitation may be rejected.

3.9. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Bidders are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", bidders must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

3.10. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date County's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of twenty-one (21) calendar days or more will be deducted from the bid price in determining the low bid. However, the County will be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

3.11. **PAYMENT:** All payments made by Mohave County for goods or services will be made to the firm named on the Offer and Acceptance form. If the Contractor does not wish payment to be made to that address, the Contractor must submit an attached sheet indicating the proper mailing address with this bid.

4. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposals, the County reserves the right to award by individual quantity, individual line item, group of line items, or as a total, whichever is deemed most advantageous to the County. The County reserves to make multiple awards. County reserves the right to:

- 4.1. Waive any immaterial defect or informality; or
- 4.2. Reject any or all bids, or portions thereof; or
- 4.3. Reissue the IFB.

A response to any IFB is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's IFB. Bids do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. 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 Contract are contained in the IFB, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS:

1.1. Vendor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

1.2. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

1.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Vendor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

1.3.1. Commercial General Liability – Occurrence Form: Policy must include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

1.3.1.1. General Aggregate \$2,000,000

1.3.1.2. Products – Completed Operations Aggregate \$1,000,000

1.3.1.3. Personal and Advertising Injury \$1,000,000

1.3.1.4. Each Occurrence \$1,000,000

1.3.1.5. The policy shall be endorsed to include the following additional insured language:
“Mohave County and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1.3.1.6. Policy shall contain a waiver of subrogation endorsement in favor of Mohave County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2. Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

1.3.2.1. Combined Single Limit (CSL) for Any Auto: \$1,000,000

1.3.2.2. Policy shall contain a waiver of subrogation against the County of Mohave.

1.3.3. Workers' Compensation and Employers' Liability

1.3.3.1. Workers' Compensation Statutory

1.3.3.2. Employers' Liability

1.3.3.2.1. Each Accident \$1,000,000

1.3.3.2.2. Disease – Each Employee \$1,000,000

1.3.3.2.3. Disease – Policy Limit \$1,000,000

- 1.3.3.3. Policy must contain a waiver of subrogation endorsement, as required by this written contract, in favor of the County of Mohave and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Vendor.

Mohave County Risk Management approved 08/03/2022 BS

1.4. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1.4.1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by Mohave County, and its agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 1.4.2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 1.4.3. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.
- 1.4.4. Mohave County, at its sole discretion, may increase or decrease the insurance limits and coverages outlined herein.

1.5. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Mohave County Risk & Emergency Management Director P.O. Box 7000 and shall be sent by certified mail, return receipt requested.

1.6. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7. VERIFICATION OF COVERAGE: Vendor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Mohave County Risk & Emergency Management Director P.O. Box 7000. The County project/contract number and project description are to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

1.8. APPROVAL: Any modification or variation from the insurance requirements in this Contract must have prior approval from the County of Mohave County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

2. DEFECTIVE PRODUCT: The Contractor must replace all defective products. The Contractor must pay the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses related to the replacement of a defective product. The Contractor must provide all replacement products to the County within seven (7) days of initial notification that the product delivered is defective.

- 3. RETURN OF NON-DEFECTIVE PRODUCT:** In the event items ordered and delivered are returned to the Contractor due to a County decision and not due to any fault or error by the Contractor, the Contractor is entitled to a restocking fee of ten percent (10%) of the invoiced price of the returned items, plus the cost of transportation from the County to the Contractor.
- 4. F.O.B.:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. 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 County will assist the Contractor in arranging for inspection. Mohave County will not accept fuel surcharges.
- 5. DELIVERY TIME:** When delivery time is requested in invitation documents, time will be of the essence; therefore, bid shall include the delivery date.
- 6. PAYMENT:**
 - 6.1. RATES:** In consideration of the receipt of the materials, or the performance of services described in the Scope of Work, the County will pay the Contractor in accordance with the negotiated contract rates, and the Contractor must charge the County only in accordance with those same rates.
 - 6.2. ITEMIZED INVOICES:** The County will pay the Contractor following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested.
 - 6.2.1.** When submitting invoices for payment, vendors are to include the applicable Purchase Order number on the invoice.
 - 6.2.2.** The Contractor must not submit an invoice until the Contractor has supplied the materials and/or services covered by the purchase order bearing the same number. If the vendor is unable to fulfill all of the purchase order, submit an itemized invoice for the portion of the order supplied, or service completed. Once the backordered/uncompleted portion of the purchase order is shipped/completed, a new invoice is required. Vendors are requested to submit invoice(s) within 30 days of delivery and/or date of service.
 - 6.3. NET 21:** The County will make reasonable 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 must be specifically stated in the Bid.
- 7. DISCOUNTS:** Payment discount periods will be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date County's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more will be deducted from the Bid price in determining the low Bid. However, the County is entitled to take advantage of any payment discount offered by vendor provided payment is made within the discount period.
- 8. CONTRACT MODIFICATIONS:** The Contract will only be modified by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor. County's field representatives are not authorized to approve change orders and amendments affecting contract price or completion time. These must be approved by the Mohave County Board of Supervisors.
- 9. QUANTITIES IN PROPOSAL:** When quantities appear in the Bid documents, they are approximate only. Payment to the Contractor will be made only in accordance with the lump sum Bid in the proposal.

10. TIME OF PERFORMANCE: Work shall be performed in accordance with the project schedule determined jointly by the County and the Contractor. Contractor will not begin any work until directed in writing by the County.

11. ADDITIONAL PRODUCTS OR SERVICES: Additional products or services that clearly align with the original Scope of Work may be added to the Contract via a Contract Amendment.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN SOLICITATIONS:

- 1.1. Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
- 1.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
- 1.3. May: Indicates something that is not mandatory but permissible.
- 1.4. For purposes of this solicitation, the following definitions apply:
 - 1.4.1. Contractor, Company or Firm – Used interchangeably in referring to the organization offering materials or services to the County.
 - 1.4.2. Contract - The legal agreement executed between the County and the Contractor.
 - 1.4.3. County – Mohave County, Arizona, 86401
 - 1.4.4. County Project Manager, County Contract Manager, or County Contract Administrator - The County employee specifically designated as responsible for monitoring and overseeing the Contractor's performance under this Contract.
 - 1.4.5. Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed in a Solicitation.
 - 1.4.6. Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - 1.4.7. Offer or Response – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals, or Request for Qualifications, respectively.
 - 1.4.8. Offeror – The party making an Offer to Mohave County in response to a Solicitation. This term may refer to a Bidder responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
 - 1.4.9. Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
 - 1.4.10. Solicitation – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.

2. **ACCEPTANCE:** The Contractor acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, will not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the County. Nonconforming material per the specifications of this Contract will be held at the Contractor's risk and may be returned to the Contractor. If nonconforming material is returned, the Contractor bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Contractor bears responsibility for all costs associated with providing the service. Noncompliance is subject to **STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."**
3. **ADDITIONAL COMPENSATION:** The Contractor must submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Contractor of any work for which additional compensation will be requested.

- 3.1. Without the prior written approval of the proposed work and the fee therefor, the County will not consider payment of any sums other than those already set forth under this Contract.
- 4. ADVERTISING:** Contractor must not advertise or publish information concerning this Contract without prior written consent of the County.
- 5. AMERICANS WITH DISABILITIES ACT:** The Contractor must 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.
- 6. APPLICABLE LAW:** This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona.
- 7. ARBITRATION:** It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
- 8. ASSIGNMENT – DELEGATION:** No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Contractor will be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The County will not unreasonably withhold approval of assignment and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 9. BUSINESS LICENSES AND PERMITS:** The Contractor must maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 10. CERTIFICATION:** By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:
- 10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.
- 10.2. The Contractor must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
- 10.3. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 10.4. The Contractor submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the contract.
- 10.5. The Contractor certifies that, to the best knowledge and belief of the Contractor, the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.
- 11. CONFIDENTIALITY OF RECORDS:** The Contractor must establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract will 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 County. The Contractor also agrees that any information pertaining to individual persons must 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 County.

- 12. CONTINUITY:** The Contractor must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files, and records must be retained by the Contractor for five (5) years after the termination of this Contract.
- 13. CONTRACT:** The Contract will be based upon the Solicitation issued by the County, the Offer submitted by the Contractor in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The County 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 County's Procurement Director, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the County and the Contractor relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 14. CONTRACT AMENDMENTS:** This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.
- 15. COST OF PROPOSAL PREPARATION:** The County will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 16. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** The Contractor must 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 County, will constitute breach of the contract as a whole. Noncompliance is subject to **STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."**
- 17. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract will become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County must not be used or released by the Contractor or any other person except with prior written permission from the County.
- 18. FORCE MAJEURE:** Except for payment of sums due, neither party is 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 a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will 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.
- 18.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.
- 18.2. Force Majeure shall not include the following occurrences: (1) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market or (2) late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

19. GRATUITIES: The County 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 County. In the event this Contract is canceled by the County pursuant to this provision, the County is entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

20. INDEMNIFICATION: To the extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Mohave County Risk Management approved 08/03/2022 BS

21. INDEPENDENT CONSULTANT: Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

21.1. The Contractor is not entitled to compensation in the form of salaries, paid vacation, or sick days by the County. Such days do not accumulate for the Contractor's use at a later date.

21.2. The County will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

22. INTERPRETATION - PAROL EVIDENCE: This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not 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.

23. ISRAEL BOYCOTT CERTIFICATION: Written Certification Pursuant to A.R.S. § 35-393.01. If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

24. LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).

- 25. LEGAL REMEDIES:** All claims and controversies regarding this Contract are subject to the Mohave County Procurement Code and any applicable Arizona Revised Statutes.
- 26. LICENSES:** The Contractor must 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.
- 27. LIENS:** All materials, services, and other deliverables supplied to the County under this Contract must be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor must provide a formal release of all liens.
- 28. MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17, a firm or individual is not permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.
- 29. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of Mohave County. The County reserves the right to obtain like goods or services from another source when necessary.
- 30. PATENT INFRINGEMENT:** The County will advise the Contractor of any impending patent suit and provide all information available. The Contractor must defend any suit or proceeding brought against the County based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor must pay all damages and costs awarded therein, excluding incidental and consequential damages, against the County. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor must, at its own expense and at its option, provide for the County either the right to continue using said equipment or part, replacement non-infringing equipment, or modification to the infringing equipment that renders it non-infringing.
- 31. PROJECT COMPLIANCE:** It is the Contractor's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.
- 32. PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor must replace or repair the damage at no expense to the County, in coordination with County staff and as approved by the Procurement Director. If the Contractor fails to or refuses to make such repair or replacement, the Contractor is liable for the cost thereof, which may be deducted from the contract price.
- 33. PROTEST PROCEDURE:** Should an Offeror believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
- 33.1. A protest must be submitted in writing and will be filed with the Procurement Director. A protest of a Solicitation must be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest must include:
- 33.1.1. The name, address, and telephone number of the protestor;
- 33.1.2. The signature of the protestor or its representative;
- 33.1.3. Identification of the solicitation number;
- 33.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.

- 34. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. 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 must forthwith be physically amended to make such insertion or correction.
- 35. PUBLIC HEARINGS:** The Contractor must, upon request, attend any public hearing on matters related to the scope of services set forth in this Contract.
- 36. PUBLIC RECORD:** All Offers submitted in response to this Solicitation become the property of the County and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the County.
- 37. RECORDS:** Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Contractor or any and all of Contractor's subcontractors. Said audit will be limited to this Contract and its scope of services.
- 38. RELATIONSHIP OF PARTIES:** It is clearly understood that each party acts 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 will 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 will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 39. 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.
- 40. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County'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.
- 41. RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure of any claim, 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 delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.
- 42. SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the County to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 43. SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials. Noncompliance will be subject to **STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."**
- 44. SUBCONTRACTS:** No subcontract will be entered into by the Contractor with any other party to furnish any of the materials or services specified herein without the advance written approval of the County's Procurement Director. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will 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 employed. The County will not unreasonably withhold approval and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

45. SUBSEQUENT EMPLOYMENT: The County may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation takes effect when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.

46. SUSPENSION OF WORK: The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.

46.1. The Contractor agrees that no charges or claims for damages will be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, will not be construed as a waiver by the County of any of the rights herein.

47. TERMINATION OF CONTRACT: Unless otherwise specifically provided herein, this contract may be terminated at any time by mutual written consent. The County may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Contractor. If this contract is terminated, the County will be liable only for payment under the payment provisions of this contract for services rendered and materials accepted by the County before the effective date of termination, unless the subject items are nonconforming. If the materials or services for which the County would otherwise be liable to pay are nonconforming, STANDARD TERMS AND CONDITIONS, "ACCEPTANCE" governs.

47.1. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Contractor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Contractor must:

47.1.1. Immediately discontinue all services affected (unless the notice directs otherwise), and

47.1.2. Deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

47.2. If the termination is for the convenience of the County, the County will make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

47.3. If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Contractor is liable for any additional cost incurred by the County.

47.4. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the County.

47.5. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

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

- 48. TIME RECORDS:** The Contractor must maintain complete, current and daily records covering all hours actually worked on this project by each employee. The County reserves the right to audit and examine such records at any time during the progress of this Contract. The County may withhold payment if such documentation is found by the County to be incomplete or erroneous.
- 49. TITLE AND RISK OF LOSS:** The title and risk of loss of material or services will not pass to the County until the County actually receives the material or services at the point of delivery, unless otherwise provided within this Contract.
- 50. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified, and any inspection incidental thereto by the County, does not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
- 51. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

FEDERAL FUNDING REQUIREMENTS

1. CONTRACTOR'S RESPONSIBILITY.

- 1.1. CONTRACTOR shall be responsible for compliance with requirements in 2 C.F.R. Part 200, including its subparts, appendices, and supplemental guidance.
- 1.2. CONTRACTOR shall be responsible for compliance with all requirements for the receipt of federal funds for this project. These responsibilities remain as duties of the CONTRACTOR even if the CONTRACTOR hires a subcontractor.
- 1.3. A breach of any of the federal requirements may be grounds for termination of this Agreement and for disbarment of CONTRACTOR and subcontractor as provided in 29 C.F.R. §5.12.

2. DRUG-FREE WORKPLACE REQUIREMENTS.

- 2.1. CONTRACTOR shall comply with the drug-free workplace requirements in accordance with Drug-Free Workplace Act of 1988 (Publ. 100-690, Title Y, Subtitle D).

3. COMPLIANCE WITH COPELAND'S "ANTI-KICKBACK" ACT.

- 3.1. CONTRACTOR shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. Part 3, as may be applicable. CONTRACTOR, or subcontractor, shall insert in any subcontracts the clause above and such other clauses as American Rescue Plan Act (ARPA) may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

4. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION ACT.

- 4.1. Clean Air Act.
 - 4.1.1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
 - 4.1.2. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to ARPA and the appropriate Environmental Protection Agency Regional Office.
 - 4.1.3. CONTRACTOR agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) financed in whole or in part with Federal assistance provided by ARPA.
- 4.2. Federal Water Pollution Control Act.
 - 4.2.1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.
 - 4.2.2. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to ARPA and the appropriate Environmental Protection Agency Regional Office.
 - 4.2.3. CONTRACTOR agrees to include these requirements in each subcontract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) financed in whole or in part with Federal assistance provided by ARPA.

5. SUSPENSION AND DEBARMENT.

- 5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.3. This certification is a material representation of fact relied upon by (insert name of recipient/sub recipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. ACCESS TO RECORDS.

- 6.1. CONTRACTOR agrees to provide COUNTY, the ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 6.2. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6.3. CONTRACTOR agrees to provide the ARPA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under this Agreement.
- 6.4. In compliance with the Disaster Recovery Act of 2018, COUNTY and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

7. DHS SEAL, LOGO AND FLAGS.

- 7.1. CONTRACTOR shall not use the Department of Homeland Security ("OHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval.

8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

- 8.1. This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of this Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, ARPA policies, procedures, and directives.

9. NO OBLIGATION BY FEDERAL GOVERNMENT.

- 9.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- 10.1. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Contract.

11. CONFLICT OF INTEREST.

- 11.1. CONTRACTOR must disclose in writing any potential conflict of interest to COUNTY or any passthrough entity in accordance with applicable Federal policy.

12. MANDATORY DISCLOSURES.

12.1. CONTRACTOR must disclose in writing all violations of Federal criminal law involving fraud, bribery or gratuity violations, potentially affecting the Federal award.

13. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE).

13.1. CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

13.2. CONTRACTOR has documented its efforts to utilize M/BWE firms, including what firms were solicited as suppliers and/or subcontractors as applicable, and submitted this information with CONTRACTOR's bid, which has been made a part of this Agreement.

14. DOMESTIC PREFERENCES FOR PROCUREMENTS.

14.1. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

15. PROCUREMENT OF RECOVERED MATERIALS

15.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

16. Non-Discrimination

16.1. CONTRACTOR will comply with all state and federal non-discrimination laws.

17. Contract Work Hours and Safety Standards

17.1. CONTRACTOR will comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

18.1. This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase.

19. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended).

19.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

19.2. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

19.2.1. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

TAX INFORMATION

The following information must be completed and submitted with each Bid.

Where Bidders claim a sales tax, the Bidders justify said tax by showing either their "Arizona Use Tax Number" or their "Arizona privilege Sales Tax Number". If the vendor includes an additional city sales tax in his tax, the vendor must show the rate of percentage, the city and respective number.

Does the Bidder have an Arizona Privilege Sales Tax Certificate Registration?	YES:	NO:
If the answer is "YES", list the number:	#	
Does the Bidder have a city tax registration?	YES:	NO:
If the answer is "YES", list the city and registration number:	City:	#

OUT-OF-STATE VENDORS

The following information must be completed if the Bidder is an Out-of-State Vendor. Awarded Out-of-State contractors are subject to the provisions of [A.R.S. §42-5007](#).

Does the Out-of-State Bidder have an Arizona Use Tax Certificate Registration?	YES:	NO:
If the answer is "YES", list the city and registration number:	City:	#
List the amount of tax included in the bid offer, if applicable:	\$	%
Does the Out-of-State Bidder have an additional city tax registration in the State of Arizona?	YES:	NO:
If the answer is "YES", list the city and registration number:	City:	#

NOTE TO VENDORS: Mohave County pays sales tax only to the State of Arizona and does not pay sales tax to any other state.

Authorized Signatory of Bidder:

Signature

Date

Title

CERTIFICATION

The following information must be completed and submitted with each Bid.

Each Bidder must specify whether or not their Bid meets all specifications set forth in the Invitation for Bids and whether or not the terms and conditions are accepted by the Bidder as set forth in the IFB.

If the answer is "NO" on specifications, bids will be considered if all elements of the Bid comply substantially with the specifications called for; however, the Bidder must show each deviation of the substitution and must include all necessary manufacturer's technical data for comparison evaluation. Any deviation must be in writing, clearly stating that it is a deviation, and must be in letter form attached to the submitted Bid.

THE ABOVE PARAGRAPHS MUST BE COMPLIED WITH, OTHERWISE THE ENTIRE BID IS VOID.

This Bidder certifies that it meets all specifications contained in the Invitation for Bids, without exception:	YES:	NO:
This Bidder certifies that all terms and conditions set forth in this Invitation for Bids are accepted:	YES:	NO:

NOTARIZED SIGNATURE

This form must be filled in and signed by authorized personnel only and returned with Bid. If this is not complied with, the ENTIRE Bid will be void.

Name of Bidding Firm:					
Address of Firm:					
City:		State:		Zip Code:	
Telephone #:		Fax #:			
Printed Name of Signatory:					
Title of Signatory:					

Authorized Signatory of Bidder:

Signature

Date

NOTARY ACKNOWLEDGEMENT

My commission Expires: _____ STATE OF _____ COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____,
(day) (month) (year)
by _____. **IN WITNESS WHEREOF**, I set my hand and official seal.
(name of signatory).

(seal)

Notary Public Signature

BID SCHEDULE

23B11 VIRGIN ACRES ASPHALT

Supply, haul and delivery of approximately 48 tons of MC-250 Cutback Asphalt.

Bid Item	Cost
MC-250 Cutback Asphalt	\$

Delivery Area	Delivery Charge
696 County Hwy 91, Littlefield AZ 86432	\$

Standby Charge Per Hour	
Charge Per Hour:	\$

Applicable Sales Tax Rate: (Do not add tax to Bid Unit Pricing)	
Sales Tax Rate:	%

OFFER FORM

TO MOHAVE COUNTY: 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 the Mohave County Standard Terms and Conditions.

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Bidders **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business. (Reference "Instructions to Bidders", "Conflict of Interest").

No _____ Yes _____ Name & Position _____ (include additional page(s) if needed)

For clarification regarding this offer, contact:

Company Name

Name

Address

Phone Number

City State Zip

Fax Number (if applicable)

Signature of Person Authorized to Sign

Email address

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in IFB No. 23B11, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by County/public entity.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this _____ day of _____, 2023

**TRAVIS LINGENFELTER, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS**