



COUNTY OF MOHAVE **NOTICE OF REQUEST FOR QUALIFICATIONS**

RFQ No. 24PS14 **JOB ORDER CONTRACT (JOC)** **HVAC CONTRACTORS, SERVICES AND PARTS**

RFQ DUE DATE: May 2, 2024 @ 2 P.M. LOCAL AZ
SUBMITTAL LOCATION: Mohave County Procurement Department
700 W. Beale St., First Floor East
Kingman, AZ 86401

PRE-SUBMITTAL WEB CONFERENCE DATE: April 15, 2024
TIME: 2:00 P.M. LOCAL AZ TIME
Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Meeting ID: 252 382 957 11 Passcode: dGz7Sk
Or call in (audio only)
[+1 623-473-7231](tel:+16234737231), [362919770#](tel:+16234737231) United States, Phoenix
Phone Conference ID: 362 919 770#

QUESTIONS SHALL BE DIRECTED TO: **DUSTY FAYE MARTINEZ**
PROCUREMENT OFFICER
(928) 753-0752 Opt. 4
MartiD@mohave.gov

Notice is hereby given that the County of Mohave, hereinafter referred to as "County" is conducting a competitive ONE-STEP PROCESS to select qualified Contractors, appropriately licensed in the State of Arizona, to perform HVAC Maintenance, Repair, Parts, and Emergency Services. Professional services will include but are not limited to the items listed under Scope of Services. Mohave County invites interested firms to submit written Statements of Qualifications relating to this Solicitation.

A complete copy of this Request for Qualifications (RFQ) and possible amendments may be obtained from the County website at: <http://procurementbids.mohave.gov>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this Solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona.

Written questions regarding this RFQ must be received by the Procurement Department no later than **April 22, 2024**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. Any response received at the specified submittal location after the due date and time assigned will be returned unopened. The County reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a Contract is finalized or all proposals are rejected.

April 3 & April 10, 2024

Publish Dates

Issue Date: March 29, 2024

INTRODUCTION & GENERAL INFORMATION

1. GENERAL INFORMATION

1.1. PURPOSE: Mohave County, Arizona (“County”) intends to establish Job Order Contracts and is inviting the submission of Statements of Qualification (“SOQ”) from qualified Contractors, appropriately licensed in the State of Arizona, to perform Heating, Ventilation, and Air Conditioning (HVAC) maintenance, repairs, unit or component replacements, and emergency services.

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout Mohave County. Services will be requested on an as-needed, if-needed basis; and, the resultant Contracts are neither exclusive nor imply a commitment by Mohave County that the Contractors’ services will be required.

OBJECTIVE: The objective of this contract is to provide maintenance, repair, equipment replacement, and the supply of parts and labor for HVAC systems including, but not limited to: rooftop mounted packaged units, split systems, evaporative coolers, refrigeration equipment, chillers, boilers, cooling towers, pumps and other supplemental support equipment. The County is seeking to award multiple contracts to provide a variety of HVAC Services, Parts, and Supplies on an ongoing basis at facilities located throughout the County.

1.2. SOLICITATION DOCUMENTS: The complete solicitation includes the Request for Qualifications (RFQ) and all associated exhibits.

1.2.1. The RFQ sections are as follows:

NOTICE OF REQUEST FOR QUALIFICATIONS
INTRODUCTION & GENERAL INFORMATION
SCOPE OF SERVICES

INSTRUCTIONS TO OFFERORS
SPECIAL TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS
OFFER FORM

1.2.2. The RFQ includes the following documents, exhibits and forms:

1.2.2.1. *Form A – Title Page*

1.2.2.2. *Form B - CONTRACTOR’S QUALIFICATIONS STATEMENT*

1.2.2.3. *Exhibit 1 – Major Equipment List, HVAC Systems and Parts*

1.3. DEFINITIONS: Definitions of select terms used frequently in this RFQ may be found in **Terms and Conditions, STANDARD TERMS AND CONDITIONS, Section 2.**

2. AREAS AND LEVELS OF SERVICE

2.1. The County intends to select Contractors per service area for each service level. Contractor(s) will not be required to service all areas. Each Contractor shall maintain a list the areas they are able to provide service.

2.1.1. Service areas shall be defined as:

2.1.1.1. Kingman and the surrounding area, including Golden Valley, Chloride, Meadview, Yucca, Valle Vista, and Dolan Springs.

2.1.1.2. Bullhead City and the surrounding area, including Fort Mohave and Mohave Valley, and Golden Shores.

2.1.1.3. Lake Havasu City and the surrounding area.

3. SELECTION PROCESS: Selection will follow a one-step process as described below:

- 3.1.1. **Evaluation of SOQs:** Offerors must submit a Statement of Qualifications (“SOQ”) for evaluation per the criteria established in this RFQ.
- 3.1.2. The County will evaluate the submittals and initiate contract negotiations with the top-ranked Offerors to develop Contract Rates. The County does not intend to hold interviews with Offerors.
- 3.1.3. If negotiations are unsuccessful, the County will formally terminate negotiations with the top-ranked firm(s) and begin negotiations with the next highest-ranked Offeror.

SCOPE OF SERVICES

1. JOC PROCESS AND PROJECT MANAGEMENT:

1.1. **Job Orders:** During the term of the JOC, work will be performed through issuance of individual job orders. Each job order, initiated by the County, is defined cooperatively by the County and Contractor. Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in an executed Job Order Proposal prior to proceeding with the work.

2. SERVICE REQUIREMENTS/SUMMARY:

- 2.1. The Contractor shall furnish HVAC service labor, equipment, maintenance parts & components, materials, supplies etc., requested, within the turn-around times specified below from the time of notification by County:
- 2.1.1. Within 24 hours to initial site visit for initial evaluation.
 - 2.1.2. Within 24 hours for repairs and return to service if only local (Mohave County) stock parts are needed.
 - 2.1.3. Within 72-hours for repairs and return to service (for Emergencies) if non-stock parts are needed.
 - 2.1.4. Within 7 business days for repairs and return to service (for Non-Emergencies) if non-stock parts are needed.
 - 2.1.5. The County may agree to longer service times on a case-by-case basis.
- 2.2. HVAC, maintenance, parts, and supplies includes, but is not limited to, items listed in Section 9.0 HVAC/ System Parts, make-up air gas heating systems, air handler options and air cleaning options, parts and aftermarket products, any other HVAC, Evaporative Coolers, Air Conditioners, and Refrigeration Equipment, Parts and Supplies offered by Contractor.
- 2.3. The Contractor is hereby notified of hazardous work conditions such as fall hazards, electrical shock hazards, exposure to extreme heat or cold, hazardous materials, confined spaces, and other work conditions normally encountered in this type of work. Contractor is solely responsible for employees following industry prescribed and OSHA required safety practices including, but not limited to lock out-tag out, fall prevention, burns, etc. Contractor at his expense shall provide all personal protective equipment required. County will inform the Contractor(s) of job specific hazardous conditions such as asbestos containing material, other specialized OSHA regulated work hazards. If the Contractor(s) encounters any additional hazardous materials or conditions all work must STOP and County shall be notified immediately.
- 2.4. Contractor(s) shall notify County immediately of any occurrence or condition within the services areas that interfere with the full performance of the contract and confirm it in writing within 24 hours.
- 2.5. During the performance of work under this Contract, the Contractor(s) shall take all necessary precautions for the protection of the public and County property and prevention of accidents. This includes, but is not limited to the use of tools, signs, barricades, cones and electric warning lights, approved by County in order to guard the public against any impeding danger. The Contractor(s) shall provide and maintain all barricades and other barriers related to the work during the period of the contract.
- 2.6. Some work may require performance and payment bonds, per ARS 34-222.

3. PERSONNEL:

- 3.1. **Qualifications of Personnel:** The selected Contractor(s) shall employ sufficient qualified staff who can arrive on the site within the specified time period. Technicians shall have the training and necessary experience needed for proper performance of this work. Technicians performing work shall have all EPA refrigerant handling certifications required for the type of work being performed.
- 3.2. The selected Contractor(s) shall have factory trained service technicians who is experienced in servicing and maintaining the equipment listed in this contract.
- 3.3. **Onsite Personnel:**
- 3.3.1. The name(s) and cell phone number(s) of all key onsite personnel must be provided by the selected firm. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing facility and a copy to the procurement officer of record.
 - 3.3.2. The key onsite personnel shall have the authority to facilitate the work, prioritize the activities, determine the weekly (seasonal), weekends, and holiday's schedules, participate in the day to day decisions concerning maintenance, and assist the County Project Manager in making onsite inspections and coordinating the facilities operational needs and requirements.

- 3.3.3. All onsite personnel shall be attired in appropriate uniforms (pants, hats or shirts, etc.) that identify the selected firm while on County property.
- 3.3.4. Onsite personnel may be required to follow special procedures per the Manager or their designee when accessing buildings and shall follow the required procedures.
- 3.3.5. Notify the Project Manager of the date, time and place to meet.

4. SUBCONTRACTING:

- 4.1. All subcontractors shall meet the same contract requirements as the Contractor. Under no condition will any work specified be subcontracted without the designated County representative's prior approval. If there is a subcontractor, qualifications shall be provided to the County for review and approval. Contractor(s) shall have their own tools, ladders, PPE, and follow all prescribed safety procedures, etc.

5. INVENTORY AND TEST EQUIPMENT:

- 5.1. The Contractor(s) shall ensure the ability to meet response times as outlined in the RFQ.
- 5.2. Contractor(s) shall maintain or have access to an adequate inventory of standard replacement parts for common components in the systems under contract. Contractor(s) shall have their own tools, ladders, parts, etc.

6. MAINTENANCE: Maintenance will be performed on an as needed basis.

6.1. Maintenance Scheduling:

- 6.1.1. The Mohave County Project Manager will ensure a uniform and detailed method of defining maintenance tasks is communicated to the Contractor for the requested Preventative Maintenance work.
- 6.1.2. All maintenance tasks shall be scheduled based on the manufacturers' maintenance recommendations and according to industry standards.
- 6.1.3. The Contractor shall maintain and shall be required to show copies of maintenance reports to demonstrate compliance to these requirements. Where these Task Schedules differ from the equipment manufacturer's recommendations, the manufacturer's recommended maintenance procedures shall take precedence, unless approved by the County Project manager beforehand.

7. GENERAL MAINTENANCE PROCEDURES AS NEEDED BASIS: The Contractor must:

- 7.1. Have the ability to receive service requests via telephone, an Internet web site, e-mail, or centralized call center on a normal Monday thru Friday work week (8:00am to 5:00pm), and an after-hours live person telephone contact for emergencies.
- 7.2. Provide a written service report on the vendor's forms for each unit on each site visit. At a minimum, the report shall include:
 - 7.2.1. Date, Time and Name of Technician performing service.
 - 7.2.2. Written condition report outlining any notable conditions found during the inspection and corrective action recommendations for the conditions.
 - 7.2.3. A written summary of the work completed.
 - 7.2.4. Quantities of any parts and/or consumables used.
 - 7.2.5. A written proposal for all recommended corrective action work shall accompany the report. The proposal shall include costs for providing the materials, labor, freight and taxes associated with the corrective actions. A separate written authorization will be issued by the County Project Manager to perform any repairs deemed necessary.
 - 7.2.6. All Parts and consumables must meet or exceed the manufacturer's specifications and/or recommendations.
- 7.3. Have quality processes that ensure equipment is serviced and work actions are recorded in a uniform manner every time, regardless of the assigned technician.
- 7.4. Have the ability for service requests and maintenance activities to be tracked to completion in a timely manner.
- 7.5. Maintenance and Repair Calls as needed basis:
 - 7.5.1. Services under this agreement shall be performed during the normal working hours defined as 8:00 AM through 5:00 PM. When major equipment needs to be turned off for servicing, including but not limited to maintenance, repairs and any scheduled overhauls, and it would not be acceptable to do so during normal business hours, the Contractor(s) shall be available to do work after normal business hours.
 - 7.5.2. Contractor shall respond to all service requests, including repair calls regardless of weather conditions. Repair calls shall be responded to within eight (8) hours to the site location. All repair service shall be

reviewed by and agreed to by a designated Facility representative. Repair services are defined as those services that are required to keep HVAC units, Refrigeration equipment, chillers, cooling towers, air moving equipment and pumps in operating condition. The Facility will provide reasonable means of access to all equipment covered by the resulting agreement. The Contractor(s) shall schedule the start and stop of all primary equipment that is incidental to the operation of the systems as arranged with County representatives. All equipment shall be repaired to equipment manufacturer's specifications, unless otherwise agreed to by the County.

8. EMERGENCY SERVICE AS NEEDED BASIS:

- 8.1. Unless an exception is approved by the County Project Manager, all major systems must be back on line and operating per schedule outlined above.
- 8.2. The selected Contractor(s) shall provide emergency service as a part of this agreement including:
 - 8.2.1. All labor, overtime, travel, mileage, discount parts, supplies, etc. to diagnose and repair any failed equipment. All expenses incurred and expended on such a call are included in the cost of this program and there will be no additional compensation to the selected firm.
 - 8.2.2. Emergency service shall be provided as often as needed, on a 24-hour basis, weekends and holidays included.
 - 8.2.3. Service personnel shall arrive on-site within 4 hours or a time-frame that is agreed upon by the Contractor(s) and County, after notification of an emergency situation.
 - 8.2.4. At least one emergency phone number, available 24/7, that shall be answered by a person, not a recording.

9. PARTS, LABOR AND COMPLETE REPLACEMENT AS NEEDED BASIS:

- 9.1. The Contractor(s) must:
 - 9.1.1. Repair or replace worn parts or complete components covered under this contract with new parts equal to the original equipment manufacturer's specifications.
 - 9.1.2. Be responsible for proper disposal of old parts, materials and equipment in accordance to government and environmental regulations.
 - 9.1.3. Repair and replacement parts, components, and devices for the mechanical systems and equipment shall be provided by the selected firm and will be included in the cost of this service program.
 - 9.1.4. All miscellaneous parts, supplies and consumables, including but not limited to those necessary to maintain the mechanical systems and equipment shall be supplied by the Contractor(s) and shall be included in the cost of the work (belts, fuses, valves, valve packing, insulation, lubricants, oil, tools, paints, refrigerant, test instruments, meters, etc.).
 - 9.1.5. If it is determined, and mutually agreed upon, that any major equipment under this agreement has passed its useful life and cannot be repaired, the selected Contractor(s) shall provide a quote for the replacement of the equipment upon request.
 - 9.1.6. Major equipment replacement to be performed under this agreement will be for the cost of equipment, consumables and installation labor only and all conditions of the contract shall apply. Any other additional charges for freight, other materials, travel, etc. will not be allowed unless otherwise authorized by the County Project Manager. A breakdown of all charges may be requested by the County Project Manager.
 - 9.1.7. Have written approval prior to proceeding with major repairs by the County Project Manager. It is understood and agreed that the County has the right to reject the written quotation for the major equipment replacement and subject the requirement to competitive quotation separate from this contract.
 - 9.1.8. Provide documentation in cases of major equipment failure that all maintenance was completed per manufacturer's requirements to ensure that failure was not the result of neglect or deferred maintenance.

10. SERVICES FOR MECHANICAL SYSTEMS:

- 10.1. O&M and emergency services, equipment replacement, and new installations shall be performed in accordance as requested by County. A designated County representative must authorize, in writing, maintenance activities prior to services being performed and may elect to be present for maintenance activities performed.
- 10.2. The Contractor may be required to provide maintenance and repair services to HVAC equipment including, but not limited to the following:

- 10.2.1. Evaporative Cooler Equipment
- 10.2.2. Direct Exchange (Packaged and Split System) HVAC & Refrigeration Equipment
- 10.2.3. Variable Refrigerant Flow Systems & Equipment
- 10.2.4. Air Moving Equipment
- 10.2.5. Variable Speed Drives
- 10.2.6. Hydronic Based Systems
- 10.2.7. Air Side Equipment
- 10.2.8. Water Side Equipment
- 10.2.9. Chillers
- 10.2.10. Boilers
- 10.2.11. Cooling Towers and Cooling Tower Fans
- 10.2.12. Plate Heat Exchangers

11. SCHEDULING: For capital equipment with periodic maintenance described above, Contractor(s) may be required to establish a schedule with the locations for services monthly, quarterly or as needed.

12. HOURLY RATES All hourly rates are to be billed in 15-minute increments including weekends, holidays, and regular hours.

13. COUNTY RESPONSIBILITIES:

13.1. County shall provide free access to the job site and support utilities such as 115V service power.

14. NOTICES CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS:

14.1. Invoices shall be submitted within thirty (30) days of the end of the month for which services are rendered.

14.2. Invoices shall be paid by COUNTY within thirty (30) days following receipt of the invoice.

14.3. In the case of any dispute regarding part of any invoice, COUNTY shall pay the undisputed part according to the payment terms described above.

14.4. Invoices shall be sent to the following address:

Mohave County
Facilities Division
P.O. Box 7000
Kingman, AZ 86402-7000
Phone: (928) 757-0927
Email: facilitiesmaintenance@mohave.gov

INSTRUCTIONS TO OFFERORS

1. EVALUATION CRITERIA

1.1. TITLE PAGE – PASS / FAIL

1.1.1. **Form A - Title Page** (does not count toward page limit) must be completed and submitted with the Offeror's SOQ.

1.2. QUALIFICATIONS AND EXPERIENCE - 40 POINTS

1.2.1. **Form B – Contractors Qualifications Statement** must be submitted with the Offeror's SOQ

1.2.2. What is your experience in regard to testing, inspecting, preparing reports, cleaning and repair of HVAC'S? Please elaborate by systems. Two (2) pages please.

1.2.3. Contractor/s will not be required to service all areas. Provide a list of the areas you are able to provide service.

1.2.4. Contractors shall provide a list of the types of systems they are not able or willing to service.

1.3. FIRM EXPERIENCE– 35 POINTS

1.3.1. Identify the individual who has overall responsibility for the firm's operations in regrading to this account. Provide Name, Title, Telephone number, Email address and physical work address.

1.3.2. How many employees do you have, and do they all qualify to do this type of work?

1.3.3. Does your firm have the capacity to meet our needs in regard to these services?

1.3.4. Do you have the ability to deliver services within 24 hours?

1.3.5. Can your firm meet the Insurance requirement?

1.4. AVAILABLE RESOURCES TO COMPLETE SERVICES – 25 POINTS

1.4.1. Indicate the availability of the resources available to perform the work described in the Scope of Services

1.4.2. Identify the firm's record for project completion with other recent clients, including the County.

1.5. GENERAL

1.5.1. Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

2. PARTICIPATION AND SUBMISSION INSTRUCTIONS

2.1. NON-MANDATORY PRE-SUBMITTAL WEB CONFERENCE:

2.1.1. The date and time of the Pre-Submittal Conference is indicated on the cover page of this document.

2.1.2. The purpose of the pre-submittal conference is to clarify the contents of this RFQ in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this RFQ or any apparent omission or 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 amendment to the RFQ. Oral statements or instructions will not constitute an amendment to this RFQ. No minutes or recording will be taken at the Pre-Submittal Conference.

2.2. INQUIRIES:

2.2.1. Any question related to this Solicitation must be directed to the Procurement Officer whose name appears on the cover page of this Solicitation. Offerors may not contact or ask questions of end-user departments prior to award.

2.2.2. Questions must be submitted in writing. Conventional mail, facsimile, or email may be used, but email is preferred.

2.2.2.1. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

2.2.3. Oral interpretations or clarifications will have no legal effect. Only questions answered by formal written solicitation amendment will bind the County.

2.3. **VENDOR APPLICATION:** Prior to the award of a contract, the offeror should have a completed vendor application on file with the Procurement Department. The completed vendor application is required for payment processing. Public access to the internet is available at all public libraries and the vendor application can be downloaded from the procurement website at: <http://procurement.mohave.gov>

2.4. **SUBMITTAL INSTRUCTIONS:**

2.4.1. To be considered, the Offeror must deliver a complete submittal to the Mohave County Procurement Department at the location indicated on the Notice Page no later than the specified opening date and time.

2.5. **LATE SUBMITTALS:**

2.5.1. Late submittals will not be considered, regardless of the cause. Any submittal received after the submission deadline will be rejected and may be returned to the Offeror.

2.5.2. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their submittals to avoid late delivery.

2.5.3. The Offeror's submittal must be presented in a sealed envelope. The following must be clearly written or marked on the envelope:

2.5.3.1. Offeror's name

2.5.3.2. Return address

2.5.3.3. The words "SEALED SUBMITTAL"

2.5.3.4. Solicitation number

2.5.3.5. Solicitation description

2.5.3.6. Date and Time of Submittal Opening (as specified herein, or as otherwise specified in a bid amendment)

3. STATEMENT OF QUALIFICATION (SOQ) FORMATTING AND ACCEPTANCE REQUIREMENTS

3.1. **SUBMITTAL FORMAT:**

3.1.1. A complete submittal must include:

3.1.1.1. One (1) original and three (3) copies of the submittal on the forms and/or in the format specified in the RFQ.

3.1.1.1.1. The original copy of the submittal must be clearly labeled "Original" and shall be unbound and single-sided.

3.1.1.1.2. The original copy must include an original signed offer page and original signed copies of all solicitation amendments.

3.1.1.2. A digital copy of the submittal, in PDF format, on a compact disc or a flash drive.

3.1.1.3. A one-page Cover Letter expressing interest in the project.

3.1.1.3.1. The cover letter shall identify a single individual as point of contact for all future correspondence.

3.1.1.4. A complete SOQ providing all information listed in the **INSTRUCTIONS TO OFFERERS, 1. EVALUATION CRITERIA.**

3.1.1.4.1. Form A - Title Page

3.1.1.4.2. Form B – Contractors Qualifications Statement

3.1.1.5. **PAGE LIMIT:** The SOQ may not exceed twenty-five (25) pages, single sided. Text font must be 12 pt. Times New Roman, Calibri, Arial, or similar. The page limit requirement does not apply to the cover letter, charts, graphs, licenses, registrations, certification, and resumes, but all information provided should be concise and relevant.

3.1.1.6. The material must be in sequence and related to the RFQ.

3.1.1.7. The sections of the submittal must be tabbed and clearly identifiable.

3.2. PREPARATION OF SUBMITTAL:

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

3.2.2. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.

3.2.3. Periods of time, stated as a number of days, shall be in calendar days.

3.2.4. It is the Offeror's responsibility to: examine the entire RFQ package, seek clarification of any requirement considered unclear; and check all responses for accuracy before submitting a proposal. Negligence in preparing a submittal confers no right of withdrawal after due time and date.

3.2.5. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFQ.

3.2.6. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.

4. ADVISORIES AND RELATED INSTRUCTIONS

4.1. REQUEST FOR ADDITIONAL INFORMATION: The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of a submittal. Any such request shall be for informational purposes only.

4.2. ACCEPTANCE OF SUBMITTAL:

4.2.1. Notwithstanding any other provision of the Solicitation, the County reserves the right to:

4.2.1.1. Waive any immaterial defect or informality;

4.2.1.2. Reject any or all offers, or portions thereof; or

4.2.1.3. Cancel and reissue the Solicitation.

4.3. FAMILIARIZATION WITH SCOPE OF SERVICES: It is the Offeror's responsibility to be familiar with the Scope of Services, applicable laws and regulations, and any other factors that may affect performance of work. By signing the Offer Page, the Offeror agrees that they have familiarized themselves with the Scope of Services, applicable laws and regulations, and any other factors affecting performance of the work to the best of their knowledge.

4.4. WITHDRAWAL OF SUBMITTAL: At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw a proposal by submitting a written request stating the reason for withdrawal.

4.5. CONFIDENTIAL INFORMATION: Confidential information will be considered and reviewed per the Mohave County Procurement Code Article 1, Section 5. If an Offeror wishes to keep any portion of a submittal, offer, specification, protest, or correspondence confidential, a statement must be provided with the Offeror's proposal. 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.

- 4.6. SUBMITTAL RESULTS: Results will not be provided in response to telephone inquiries. A tabulation of submittals received will be put on file in the Department of Procurement and will be available for review after final contract award.
- 4.7. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Offerors must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.
- 4.8. SOLICITATION AMENDMENTS: Amendments may be obtained from the Procurement Department website at: procurementbids.mohave.gov. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this RFQ. Internet access is available at all public libraries. Any interested Offerors without Internet access may obtain a copy of this solicitation by calling (928) 753-7052, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, 1st Floor East, Kingman, AZ 86401. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed solicitation amendments with the sealed submittal may be grounds for deeming the submittal non-responsive.

SPECIAL TERMS AND CONDITIONS

1. SOFTWARE COMPATABILITY: For the purposes of aiding the Contractor in the performance of their obligation under this Contract, the County shall furnish upon request all relevant data in the County's possession and shall direct County officers, agents and employees to render all reasonable assistance to Contractor in connection with Contractor's performance under this Contract. The provision of such aid, assistance, information or services as received from the County shall in no way relieve the Contractor from obligations under this Contract. The County does not warrant the compatibility of County furnished data, either electronic or in any form, with the Contractor's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Contractor.

2. INSURANCE REQUIREMENTS:

2.1. Contractor and subcontractors 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 performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

2.2. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Mohave County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

2.3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

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

2.3.1.1. General Aggregate \$2,000,000

2.3.1.2. Products – Completed Operations Aggregate \$2,000,000

2.3.1.3. Each Occurrence \$1,000,000

2.3.1.3.1. 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.

2.3.1.3.2. 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.

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

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

2.3.2.1.1. 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, involving automobiles owned, leased, hired or borrowed by 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.

2.3.2.1.2. 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.

2.3.2.1.3. Policy shall contain a severability of interest provision.

2.3.3. Workers' Compensation and Employers' Liability

2.3.3.1. Workers' Compensation Statutory

2.3.3.2. Employers' Liability

2.3.3.2.1. Each Accident \$1,000,000

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

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

2.3.3.3. 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.

2.3.3.4. This requirement shall not apply to: Separately, EACH contractor or subconsultant exempt under A.R.S. § 23-901, AND when such contractor or subconsultant executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

2.4.1. 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).

2.4.2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

2.4.3. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.

2.4.4. Mohave County, at its sole discretion, may increase or decrease the insurance limits and coverages outlined herein.

2.5. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Mohave County. Such notice shall be sent directly to Mohave County and shall be sent by certified mail, return receipt requested.

2.6. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. Mohave County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.7. VERIFICATION OF COVERAGE: Prior to beginning of work or services, Contractor shall furnish Mohave County with Certificates of Insurance (ACORD form or equivalent approved by Mohave County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

2.7.1. All certificates and endorsements are to be received and approved by Mohave 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.

2.7.2. All certificates required by this Contract shall be sent directly to Mohave County. The Mohave County project/contract number and project description shall be noted on the Certificate of Insurance. Mohave

County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- 2.8. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Mohave County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 2.9. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with Mohave County. Such action will not require a formal Contract amendment, but may be made by administrative action.

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- 3. OTHER CONTRACTS:** The County may, as its sole option, enter into Contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and with County employees to accommodate such other work. The Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.
- 4. COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the County only in accordance with those same rates.
- 4.1. 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. The invoice shall be submitted monthly based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the County and acceptance of the work, final payment shall be made.
- 4.2. The County shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
- 4.3. Direct expenses shall be paid at cost to Contractor and shall include no markup.
- 4.4. Contractors shall not be reimbursed for normal business use mileage within Mohave County. Work requiring travel outside of Mohave County shall include reimbursement for travel and per diem expenses paid per current Mohave County allowances.
- 4.5. Vehicle usage, lodging, and per diem expenses for out-of-town employees must be identified and approved in the Contractor's cost proposal. Regarding meal ticket reimbursements, the County requires that an itemized invoice(s) be submitted. A copy of the credit card charge ticket does not qualify.
- 4.6. Regarding mileage reimbursement for vendor owned vehicles, the County will pay the current mileage reimbursement rate set by IRS. Regarding reimbursement for commercially rented vehicles, the County will pay a maximum rate for a STANDARD COMPACT AUTOMOBILE PLUS TAXES and FUEL ONLY prorated to the time the vehicle was used on Mohave County projects. Original receipts must be submitted for reimbursement.
- 4.7. Contractor shall consider normal computer usage for daily activities as a part of overhead. Computer time for complex graphics, computer dedicated to field activities or computer time for numerical modeling as needed for a specific task must be identified and approved in the Contractor's cost proposal.
- 5. CONFLICT OF INTEREST:** Sub-contractors who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
- 6. OWNERSHIP OF WORK:** The originals of all documents provided to the Contractor by the County for review and all work product of the Contractor including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of the County, and are to be delivered to the County before or as a part of completion of the performance under any phase of this contract for which compensation and/or payment is requested by the Contractor. Any work produced under this contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Contractor pursuant to this Agreement

(collectively 'Work Product') shall belong to the County. To the extent applicable law provides that any Work Product belongs to the Contractor rather than the County notwithstanding the preceding sentence, the Contractor assigns to the County all rights, title, and interest in and to such Work Product for no consideration other than that which is given in connection with this Agreement. The Contractor must promptly (1) provide the County with all information in the possession or under the control of the Contractor and relating to all Work Product and (2) at the request of the County, execute and deliver to the County each document and other writing, and take each other action, in order to assist the County in protecting its interest in any Work Product and otherwise enabling the County to use and enjoy any Work Product.

7. **COOPERATIVE PURCHASING AGREEMENT:** This solicitation is being prepared by the Mohave County Procurement Department. While this solicitation is for Mohave County, other public agencies may have an interest in utilizing the resulting Contract. After an award, the resulting Contract may be utilized by eligible public entities. Individual public entities would negotiate specific service requirements with the Successful Contractor using the awarded contract pricing. No volume is implied or guaranteed.

For agencies that choose to utilize this Contract as a cooperative purchasing agreement, the name of the using agency shall apply where "the County" or "Mohave County" appears in the Scope of Work to establish rights, duties, responsibilities, and all other working relationships between the Contractor and the using agency.

STANDARD TERMS AND CONDITIONS

- 1. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:
 - 1.1. The submission of the offer did not involve collusion or other anti-competitive practices.
 - 1.2. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
 - 1.3. 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.
 - 1.4. The Contractor submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the Offeror to the contract.
 - 1.5. The Contractor certifies to the best of his/her knowledge and belief, that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.
- 2. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
 - 2.1. Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.
 - 2.2. 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.
 - 2.3. May: Indicates something that is not mandatory but permissible.
 - 2.4. For purposes of this solicitation, the following definitions shall apply:
 - 2.4.1. County – Mohave County, Arizona, 86401
 - 2.4.2. Agency or User Department – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.
 - 2.4.3. Contractor, Company or Firm – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the County.
 - 2.4.4. Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
 - 2.4.5. 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.
 - 2.4.6. Contract - The legal agreement executed between the County and the Contractor/Firm.
 - 2.4.7. County Project Manager - The County employee specifically designated as responsible for monitoring and overseeing the Contractor's performance under this Contract. Also referred to as County Designated Contract Representative.
 - 2.4.8. Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
- 3. NOTICE TO PROCEED:** The Contractor agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
- 4. RECORDS:** Internal control over all financial transactions related to this Contract shall 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 shall be limited to this Contract and its scope of services.

- 5. ADDITIONAL COMPENSATION:** The Contractor shall 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.
 - 5.1. 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.
- 6. ADVICE AND CONSULTATION:** The Contractor shall be available to the County for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.
- 7. PUBLIC HEARINGS:** The Contractor shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.
- 8. TIME RECORDS:** The Contractor shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The County shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the County to be incomplete or erroneous.
- 9. PROTEST PROCEDURE:** Should a firm 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.
 - 9.1. A protest shall be in writing and shall be filed with the Procurement Director. A protest of a Request for Qualification and/or Request for Proposal shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - 9.1.1. The name, address, and telephone number of the protestor;
 - 9.1.2. The signature of the protestor or its representative;
 - 9.1.3. Identification of the solicitation number;
 - 9.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - 9.1.5. The form of relief requested.
- 10. TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
 - 10.1. 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 shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 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.
 - 10.2. If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
 - 10.3. 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 shall be liable for any additional cost incurred by the County.
 - 10.4. 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 shall be the same as if the termination had been issued for the convenience of the County.
 - 10.5. 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.

10.6. 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 shall notify Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. 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.

11.1. The Contractor agrees that no charges or claims for damages shall 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, shall not be construed as a waiver by the County of any of the rights herein.

12. ARBITRATION: It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the 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 shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

13. INDEPENDENT CONTRACTOR: It is clearly understood that each party shall 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 shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

13.1. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

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

14. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.

15. AMERICANS WITH DISABILITIES ACT: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.

16. CONFIDENTIALITY OF RECORDS: The Contractor shall 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 shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

17. 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 amending. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 18. APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
- 19. CONTRACT:** The Final Contract document shall be written and shall be based upon the RFQ and/or the Request for Proposal issued by the County, the offer submitted by the Contractor in response to the RFQ and/or the Request for Proposal, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFQ and/or the Request for Proposal. 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 shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 20. LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
- 21. CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
- 22. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 23. SEVERABILITY:** The provisions of this Contract are severable in the sole discretion of the County, to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 24. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 25. ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 26. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.
- 27. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 28. ACKNOWLEDGMENTS:** Contractor acknowledges that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any

inspection incidental thereto by the County, shall 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.

29. INDEMNIFICATION: To the extent allowed by law, the Contractor shall indemnify, defend, and hold harmless Mohave County, and its officers, officials, supervisors, agents, 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 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 shall, 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, supervisors, agents 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.

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30. 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.

31. ADVERTISING: Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County.

32. RIGHT TO INSPECT: The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

33. WORK SCHEDULE: The Contractor shall adhere to any and all work schedules developed under this contract.

33.1. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Contractor is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the County for review and approval. It shall be the sole option of the County to approve any such requests. The County shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.

34. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

34.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

35. INSPECTION & ACCEPTANCE: All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk

and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

- 36. PAYMENT:** When submitting invoices for payment, vendors are to include the applicable Purchase Order number on the invoice. The invoice should not be submitted until you have 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 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.
- 36.1. The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 37. BUSINESS LICENSES AND PERMITS:** Contractor shall 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.
- 38. PROJECT LICENSES AND PERMITS:** Contractor shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.
- 39. COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 40. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record in the discretion of the County.
- 41. SUBSEQUENT EMPLOYMENT:** The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 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 shall be effective when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.
- 42. PROJECT COMPLIANCE:** It is the Contractor's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations. At a minimum, the project shall be designed to comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this Contract. Therefore, the Contractor should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Contractor to alert the County of any deviation from this requirement.
- 43. CONTINUITY:** Contractor shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Contractor for five (5) years after the termination of this Contract.
- 44. 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).
- 45. 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
- 46. 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.

- 47. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provision of the Contract, as accepted by Mohave County an as they may be amended. The following shall prevail in the order set forth: Special Terms and Conditions; Standard Terms and Conditions; Statement or Scope of Work or Scope of Services; Specifications; Attachments; Exhibits; Federal Funding Requirements; Documents referenced or included in the Solicitation.
- 48. 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.

FORM A – TITLE PAGE

1 Service Provider:

Please submit all information requested herein

Organization / Agency / Company Name: _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Telephone (include Area Code): _____

Contact Email Address: _____

Mailing Address: _____

Street Address if different from Mailing Address: _____

Organization / Agency / Company Website: _____

FORM B - CONTRACTOR'S QUALIFICATIONS STATEMENT

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Mohave County, a body politic and corporate of the State of Arizona
 ADDRESS: Post Office Box 7000, Kingman, Arizona 86401

Name of licensed Contractor organization:			
Submitted By (Name):			
Address:			
Phone #:		Email:	
Is your organization a licensed Contractor in the State of Arizona?		Yes:	No:
Principal Office (Headquarters Address, if applicable)			
Address:			
Phone #:		Email:	
Form of Business (check one):		Corporation:	Partnership:
		Individual:	Joint Venture:
		Other (Specify):	
How many years of operation in the State of Arizona?			
How many years under the present business name?			
Under what other names has your organization operated?			
Dun and Bradstreet (D&B) Number:			
Federal Unique Entity ID Number (http://sam.gov):			
Please Provide the Following (Attach additional sheets if necessary):			
LICENSING			
AZ Registrar of Contractor License Information:	Classification(s):		
	Number(s):		
List relevant license number(s) for jurisdictions and trade categories in which your organization is legally qualified to do business:			
(Provide copies of licenses)			
List relevant jurisdictions in which your organization's partnership, trade name, or factitious name is filed:			
(Provide copies)			

EXPERIENCE (Attach additional sheets, if necessary)	
List the relevant categories of work that your organization normally performs with its own forces:	
List relevant HVAC projects your organization has in progress, giving the name of project, owner, contract amount, percent complete and scheduled completion date: (Provide additional sheets with details if needed)	
State total dollar value of work in progress and under contract:	\$
State average annual amount of HVAC work performed during the past five years:	\$
List the relevant HVAC projects your organization has completed in the past five years, giving the name of project, owner, contract amount, date of completion and percentage of the cost of the work performed with your own forces: (Provide additional sheets, if needed)	
List the relevant HVAC experience and present commitments of relevant key individuals of your organization: (Provide additional sheets, if needed)	
List supervisory personnel to be assigned to the project, qualifications, and Project Manager contact information: (Provide additional sheets, if needed)	

CLAIMS, SUITS, AND ARBITRATIONS		
(If the answer to any of the questions below is Yes, please attach details to explain)		
Has your organization ever failed to complete any work awarded to it?	Yes:	No:
Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?	Yes:	No:
Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?	Yes:	No:
Is your organization currently listed on any Federal Contracting Debarment List?	Yes:	No:
Is your organization currently listed on the State of Arizona Debarment List?	Yes:	No:
Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract?	Yes:	No:
REFERENCES, FINANCIALS, AND CREDIT INFORMATION		
(Attach additional sheets, if necessary)		
Bank References: (Attach details, if needed)		
Surety:	Name of Bonding Company:	
	Name and Address of Agent:	
Has your firm ever been audited by an Accounting Firm?		Yes: No:
If Yes, name the Accounting Firm that performed the audit and list the date of the audit:		
Is your firm currently engaged in or contemplating filing bankruptcy?		Yes: No:
Credit References: (Provide at least three, attach details if necessary)		
The undersigned contractor understands and agrees that the Owner may check credit status and ratings, and expressly directs the release of any credit information to the Owner.		

The under-signed, being duly sworn deposes and says that under penalty of perjury and understanding the Owner's reliance upon the foregoing statements and the Owner's right to rely, avows and asserts that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this _____ day of _____, 20_____

 Signature of Person Authorized to Sign for Organization

 Direct Telephone Number

 Printed Name

 Direct Email Address

 Title

 Name of Organization

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of services, conditions, specifications, and amendments in the Request for Qualifications.

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.

No: ___ Yes: ___

Name & Position: _____

Include additional pages if necessary

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 RFQ No. 24PS14, 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 _____, 2024.

HILDY ANGIUS, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS

EXHIBIT 1

MAJOR EQUIPMENT LIST HVAC SYSTEMS PARTS

1) MAJOR EQUIPMENT LIST BY ADDRESS:

- a. Administration Building, 700 W. Beale Street, Kingman:
 - i. Chillers: Two (2) 150 Ton Carrier model 30HXC161R---661—chillers, S/Nos Serial Numbers 4922Q27924 (CH-1) and 4922Q27927 (CH-2).
 - ii. Boilers: Two (2) Raypak Model Unknown, Serials Unknown
 - iii. Cooling Towers: One (1) Evapco Model AT 19-48 serial Unknown, and one (1) Evapco Model AT 19-48 serial Unknown
- b. Development Services Building, 3250 Kino Ave, Kingman:
 - i. Chillers: Two (2) Trane Model CGMA060A2A02AXD2 Air Cooled Screw Chillers, Serial Nos. U09M13368 and U09M13369
 - ii. Boiler: One (1) Raypak Model 301210 Type H serial unknown
- c. Probation Building: 809 E. Beale Street, Kingman:
 - i. One (1) Trane model R1AA070AYM01A3008N Air Cooled screw Chiller Serial No. U02D04462
 - ii. Boiler: one (1) Parker model T-T760R, Serial 59681
- d. Mohave County Adult Detention Center, 501 W. Hwy 66, Kingman:
 - i. Chillers: Two (2) Trane Model RTHD Water Cooled Screw Chillers, Serial Nos.: U09K05637 & U09K05638
 - ii. Boilers: Five (x) Camus Model DFNH-5004-MHI, Serials
 - iii. Cooling Tower: Information Unavailable.
- e. Kingman Library, 3269 Burbank Street, Kingman:
 - i. Boiler: One (1) MT2V0750NACK1PJH
 - ii. Cooling Tower: Information Unavailable.

2) SYSTEMS

- a. HVAC Systems include but not limited to: on as needed basis
 - i. American Standard
 - ii. Amana
 - iii. Brad
 - iv. Caleffi
 - v. Carrier
 - vi. Coleman
 - vii. Comfort Aire
 - viii. Daikin
 - ix. Edrich
 - x. Green Heck
 - xi. Goodman
 - xii. Kool Star
 - xiii. Lennox
 - xiv. Master Built
 - xv. Mitsubishi
 - xvi. Peerless
 - xvii. Rheem
 - xviii. Ruud

- xix. Rinnai
- xx. Scottsman
- xxi. Tappen
- xxii. Trane
- xxiii. Traulsen
- xxiv. True
- xxv. United Metal Products
- xxvi. York

3) HVAC equipment, parts, and supplies not otherwise identified by brand name.

- a. HVAC / SYSTEM PARTS as needed basis:
 - i. HVAC/SYSTEM parts to provide for, include but not limited to:
 - ii. Air Cooled Chillers
 - iii. Air Conditioning and Refrigerant components
 - iv. Air Handler System Parts
 - v. Make-up Air Gas Heating Systems
 - vi. Ancillary Chiller Water Plant Equipment and Absorption Liquid Chillers
 - vii. Blower Coil Air Handlers
 - viii. Blower motors/wheels/fans and controls
 - ix. Capacitors
 - x. Chemicals
 - xi. Circuit breakers
 - xii. Compressor Chillers
 - xiii. Compressors and related parts and supplies
 - xiv. Condenser and related parts
 - xv. Condensate pumps
 - xvi. Controls of various types
 - xvii. Control parts
 - xviii. Control valves
 - xix. Drain switches and related parts and supplies Cylinder heaters
 - xx. Dampers
 - xxi. Data loggers
 - xxii. Dedicated Outdoor Air Systems
 - xxiii. Differential gauges and controls
 - xxiv. Draft inducers
 - xxv. Ductless Variable Refrigerant Volume Units
 - xxvi. Ductwork /sheet metal, parts, supplies and tools
 - xxvii. Electrical Components
 - xxviii. Evaporator coils
 - xxix. Evaporator cooler parts
 - xxx. Fan blower controls, relay and managers
 - xxxi. Fans, Blowers, Belts, Bearings, Pulleys
 - xxxii. Fan Coil Units
 - xxxiii. Filters all sizes
 - xxxiv. Fiberglass ductwork supplies
 - xxxv. Fuses
 - xxxvi. Furnace control boards and lighters
 - xxxvii. Humidifiers and supplies
 - xxxviii. Hydronic Components
 - xxxix. Ignition controllers
 - xl. Manifold filters and gauges
 - xli. Manufactured Housing
 - xl. Motor, e.g., Blower, Condenser, Watt, Inducer

- xliii. Nitrogen/CO2
- xliv. OEM Parts
- xlv. Oil pumps and controls
- xlvi. Performance Air Handlers
- xlvii. Pilot and ignition parts and supplies
- xlviii. Pipes, Valves, Fittings, and Accessories
- xlix. Pumps and parts
 - 1. Refrigerant management, recovery and analyzers
 - li. Refrigerant Equipment, and AC parts
 - lii. Refrigerants
 - liii. Replacement Coils
 - liv. Rooftop Systems
 - lv. Evaporative Cooler pads
 - lvi. Relay safety and limit switches
- lvii. Self-Contained Systems
- lviii. Split Systems
- lix. Superheat/Sub-cooling and super heat calculation kits
- lx. System Components: Baseboard, expansion tanks, gages, radiant heat systems
- lxi. Temperature recorders/loggers
- lxii. Terminal Devices
- lxiii. Thermostats
- lxiv. Unit Heaters
- lxv. Unit Ventilators
- lxvi. Unitary Systems that combine heating, cooling, and fan sections
- lxvii. Various leak/continuity detectors
- lxviii. Ventilation Fans and Variable Air Volume Vibration Pads
- lix. Variable Frequency Drive parts
- lxx. Water Cooled Chillers
- lxxi. Water Source Heat Pumps
- lxxii. Water Filtration
- lxxiii. Welding Supplies
- lxxiv. HVAC brand related specific parts not otherwise identified