



**COUNTY OF MOHAVE
NOTICE OF REQUEST FOR PROPOSALS**

RFP NO. 24P06

ADULT DETENTION CENTER MAINTENANCE

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

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming the submittal non-responsive.

Proposals shall 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 proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Proposals shall be submitted in a sealed envelope. The Request for Proposal's **number, Offeror's name, and address** shall be clearly indicated **on the outside** of the envelope. All Proposals must be completed in blue or black ink or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than **March 5, 2024**. Questions must be addressed to the Procurement Officer listed below.

RFP DUE DATE & TIME: **March 18, 2024, AT 2:00 P.M. (AZ TIME)**

PROPOSAL SUBMITTAL LOCATION: Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86401

PRE-PROPOSAL WEB CONFERENCE DATE: **February 27, 2024, AT 10:00 A.M. (AZ TIME)**
[Click here to join the meeting](#)
Meeting ID: 223 874 656 501 - Passcode: xnUGWi
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 623-473-7231,53390827#](tel:+1623473723153390827) United States, Phoenix
Phone Conference ID: 533 908 27#

QUESTIONS SHALL BE DIRECTED TO: **DUSTY FAYE MARTINEZ**
PROCUREMENT OFFICER I
(928) 753-0752, EXT. 4
MartiD@mohave.gov
Mohave County Department of Procurement
700 W. Beale Street, 1st Floor East
P.O. Box 7000
Kingman, Arizona 86402-7000

Publish date(s): **February 14 & 21, 2024**
Issue date: **February 14, 2023**

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INTRODUCTION

1. GENERAL INFORMATION

- 1.1. PURPOSE: Mohave County (hereinafter referred to as “the County”) seeks proposals from qualified firms to provide craft and other labor for facility maintenance and building operations for the Adult Detention Center (ADC) located at 501 W Hwy 66, Kingman, AZ 86401.
- 1.2. FACILITY DESCRIPTION:
 - 1.2.1. The ADC-began operation in 2010.
 - 1.2.2. The six-level facility sits on approximately 35 acres and has a useable area of approximately 242,000 square feet. The construction type is cast-in-place concrete and masonry block (I-A Non Separated Occupancy) with a steel deck / PVC membrane roof.
 - 1.2.3. The ADC is fully ADA compliant.
 - 1.2.4. The ADC contains detention areas, an exercise yard, a sally port, a medical facility, a commercial kitchen, a laundry facility, a central plant, warehousing, staff training rooms, day rooms, and an administrative office area.
 - 1.2.5. The ADC-houses male and female, juvenile and adult inmates. It is a medium security facility with one (1) High Risk inmate housing unit.
 - 1.2.6. The Detention Facility Staff are members of the Mohave County Sheriff Department.
 - 1.2.6.1. A Third Party Contractor operates the kitchen and utilizes inmate labor in the preparation of meals.
 - 1.2.6.2. A Third Party Contractor provides inmate health care services in the medical unit and throughout the facility.
- 1.3. AWARD: Contract award will be made to the most qualified Offeror based on the evaluation criteria found in **INSTRUCTIONS TO OFFERORS, EVALUATION REQUIREMENTS**. The County reserves the right to conduct interviews with key personnel.
- 1.4. COUNTY CONTRACT ADMINISTRATOR: The County will designate the County’s Contract Administrator following award of a Contract. The County’s Contract Administrator will be the sole contact for the Contract.
- 1.5. SOLICITATION DOCUMENTS: The complete solicitation includes the RFP and all associated exhibits.
 - 1.5.1. The RFP sections are as follows:

NOTICE OF REQUEST FOR PROPOSALS
INTRODUCTION & GENERAL INFORMATION
SCOPE OF SERVICES
INSTRUCTIONS TO OFFERORS
SPECIAL TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS
OFFER FORM
 - 1.5.2. The Solicitation includes the following exhibits and forms:
 - 1.5.2.1. *Exhibit 1 – Illustrative List of System Components and Subsystems*”
- 1.6. DEFINITIONS: Definitions of select terms used frequently in this RFP may be found in the **STANDARD TERMS AND CONDITIONS, “DEFINITION OF KEY WORDS USED IN SOLICITATIONS.”**

SCOPE OF SERVICES

1. CONTRACTOR REQUIREMENTS

- 1.1. GENERAL: The Contractor must be a licensed Contractor experienced in the business of managing, operating and supervising the maintenance and repair of detention facilities. The Contractor must employ, supervise, discharge, and pay all its employees to be employed in the operation, maintenance, repair, and care of the ADC.
- 1.2. WORKFORCE: The Contractor must provide personnel familiar with and capable of performing the required maintenance and repair of the ADC's building systems.
 - 1.2.1. The Contractor is responsible to identify and provide personnel necessary for the performance of the duties required in this Scope of Services. The County has estimated that the following crew makeup should be sufficient to satisfy the requirements of the Contract:
 - 1.2.1.1. One (1) Electrician
 - 1.2.1.1.1. This employee must have five (5) years' experience working as a commercial electrician.
 - 1.2.1.2. One (1) Plumber
 - 1.2.1.2.1. This employee must have three (3) years' experience working as a plumber.
 - 1.2.1.3. One (1) HVAC Technician
 - 1.2.1.3.1. This employee must have five (5) years' experience working with HVAC equipment in similar facilities to the ADC.
 - 1.2.1.4. One (1) General Mechanical Laborer
 - 1.2.1.4.1. This employee must have three (3) years' relevant experience working in similar facilities to the ADC.
 - 1.2.1.5. One (1) of the technicians listed above must have basic knowledge and understanding of Access Control/CCTV operations.
 - 1.2.2. The Contractor must designate a Team Lead for purposes of reporting, communicating, and coordinating efforts of the Contractor's workforce. The Team Lead must be a member of the on-site Contractor personnel. The Contractor's Team Lead must help facilitate clear communication between County and the Contractor on routine inspection and testing, preventive maintenance, and repair work. The Team Lead must attend jail staff meetings when requested, as able, to aid in coordinating work in the jail security areas.
 - 1.2.3. The County reserves the right to change the Workforce requirements as it deems necessary to effect proper operation and maintenance of the Facility.
- 1.3. OPERATING & MAINTENANCE PERSONNEL: The Contractor must supply personnel that meet the following requirements:
 - 1.3.1. Criminal history background checks are required for all Contractor personnel who perform any duties on-site at the ADC. No applicant will be allowed access to the ADC for employment until their criminal history and background checks have been completed and approved by the Mohave County Sheriff's Office. All costs associated with conducting the background investigation will be borne by the Mohave County Sheriff's Office.
 - 1.3.2. Pre-employment drug testing is required for all personnel offered employment by the Contractor for a resulting Contract. No employee may be permitted to work on ADC grounds who has tested positive for illegal drugs during pre-employment drug testing, or any other drug testing conducted by the Contractor during employment, unless the County provides its express written consent. The Contractor will be responsible for all costs associated with drug testing.

- 1.3.3. The Contractor must cooperate with all investigations required by the Mohave County Sheriff's Department and the Mohave County Public Works Department. The Contractor must require all of its personnel to sign a pre-employment agreement indicating that they understand this requirement and agree to cooperate with investigations when required by the County.
- 1.3.4. The Contractor must implement written procedures requiring all Contractor personnel who are arrested or charged for any offense to make a report of their arrest or charges to the Team Lead within 24 hours; the Team Lead must notify the Mohave County Public Works Department – Facilities Maintenance Division immediately upon discovery of the arrest or charges. If the Team Lead is arrested or charged, they must notify another member of Contractor personnel within 24 hours and that member of Contractor personnel will be responsible to notify the County immediately, as if they were the Team Lead.
- 1.3.5. The Contractor must enforce the most current version Mohave County personnel policies and procedures, Section 4.51 at all times, which is available by request or available for download and review here [Mohave County Personnel Policies and Procedures](#)

2. WORK SCHEDULE AND RESPONSE TIME

- 2.1. **REGULAR COVERAGE:** The ADC must operate 24 hours per day, seven (7) days per week. As the facility is experiencing increasing issues due to age, the Contractor must supply labor for six (6) days per week for at least eight (8) hours per day. Alternate shifts (i.e. four (4) days at 10 hours, etc.) are also acceptable, provided six-day, eight-hour minimum coverage is maintained.
- 2.2. **AFTER-HOURS CALL BACK:** The Contractor must designate an On-Call Technician for 24 hour coverage in the event that an emergency maintenance event occurs after hours. The name and phone number of the On-Call Technician (and a back-up number in the event contact cannot be made) must be provided to the County. The On-Call Technician must be a technician employed at the facility. Answering machines or answering services are not acceptable methods of meeting this requirement. If the On-Call Technician is required to return to the ADC, they must do so within an hour of receiving the notification, within the response times listed in Table 1 below, or immediately in the case of an emergency as defined in **SCOPE OF SERVICES**, Section 2.3.1.
 - 2.2.1. Overtime Rates: Services provided after hours will be paid per the overtime rates established and accepted by the County for award.
- 2.3. **MAINTENANCE REQUEST RESPONSE TIME:** The ADC is equipped with redundancy in most building systems, but in the event that redundancy is not possible, urgent maintenance requests will require immediate attention by Contractor personnel. The work order system is equipped with a priority feature that allows the requestor to indicate the priority of the request with a numerical value. The Detention Center Staff will determine the urgency of any given request and assign an appropriate number on the work order request. If the priority is "1" or "2", the maintenance request will be considered urgent and requiring immediate attention; County staff will follow up urgent requests with a phone call to alert the Contractor Team Lead of the request.
 - 2.3.1. **Emergencies:** For the purposes of the Contract, an emergency is hereby defined as a situation that produces a threat to the health, safety, or statutorily imposed requirements for any inmate, staff, or other personnel affected by the situation. The County will report emergencies by telephone to the Team Lead during normal hours or to the On Call Technician after hours. The County will follow up emergencies with written work orders identified by priority "1" in a maintenance request. The Contractor must address emergencies with the utmost expediency whether or not a maintenance request is submitted.
 - 2.3.2. **Immediate Need:** The Contractor may be asked to investigate and address issues, out of the defined scope of work, that require immediate remedy or those arising due to an emergency at ADC when Mohave County authorized staff is unavailable. The County will report "Immediate Needs" requests by telephone to the Team Lead during normal hours or to the On Call Technician after hours. The County will follow up "Immediate Needs" requests with written work orders identified by priority "1" in a

maintenance request. The Contractor must address Immediate Needs requests with the utmost expediency whether or not a maintenance request is submitted.

- 2.3.3. Equipment Failure Response Time: The Contractor is required to notify the County of and respond to equipment failures, alarms, alerts, and notifications of all systems to be serviced per the table below.

Table 1 – Equipment Failure Response Time Requirements by System	
System	Maximum Response Time
Building Envelope and Structure	4 hours
Central Plant Systems	2 hours
Electrical Systems	1 hours
Elevators	24 hours
Fire Alarm System	2 hours
Fire Sprinklers and Suppression Systems	2 hours
Generators	2 hours
HVAC Systems	2 hours
Kitchen and Related Equipment	1 hour
Laundry Equipment	4 hours
Lightning Protection System	24 hours
Natural Gas Distribution and Combustion Systems	4 hours
Plumbing and Sewer Systems	1 hour
Security Systems	1 hour
Security Lighting	8 hours
Smoke Control System	2 hours

2.4. EQUIPMENT AND WORKPLACE PRACTICE:

- 2.4.1. The Contractor must supply, at the Contractor’s expense, appropriate uniform shirts to all Contractor personnel that will work on-site to allow quick identification in the facility and to establish a professional appearance. Shirts must be kept clean and neat. Shirts must be cleaned or replaced when dirty or worn, respectively, in accordance with standard industry practice.
- 2.4.2. The Contractor must implement written procedures requiring all Contractor personnel to control tools and materials when inside controlled access areas of the facility to avoid such objects coming into the possession of inmates. Written procedures should include measures such as locked tool boxes, marked placement for individual tools, and “in-and-out” tool, equipment, and material inventory control procedures. The control procedures are to be submitted to and approved by the County. All Contractor personnel must be trained to perform and required to follow the set control procedures.
- 2.4.3. The Contractor must supply and maintain, at the Contractors expense, appropriate personal protective equipment (PPE) including but not limited to: safety glasses, gloves, face shields, dust masks, head protection, protective footwear, raingear, fall protection, blood borne pathogen protection, and other PPE or safety-related items required for detention center maintenance practices. Contractor personnel must wear all required PPE while performing work at the ADC.
- 2.4.4. The Contractor must supply, at the Contractor’s expense, one (1) standard bed half-ton pick-up truck for the purpose of transporting materials to and from the ADC. The vehicle and any drivers must be fully insured per the limits established in **SPECIAL TERMS AND CONDITIONS, “INSURANCE REQUIREMENTS.”** The vehicle may be parked on the County’s property at the central plant receiving entrance on east side of the ADC building.

- 2.4.5. Contractor personnel are subject to protocols and requirements set by the Mohave County Sheriff's Office for operation of the ADC and personnel safety.

CONTRACTOR SCOPE OF WORK

2.5. RESPONSIBILITIES AND DELIVERABLES:

- 2.5.1. Technical Expertise: The Contractor must provide technical expertise as required to aid in the protection of the County's capital investments related to the ADC and to aid in the maintenance the ADC's equipment and spaces. Responsibilities and deliverables requiring expertise include, but are not limited to:
- 2.5.1.1. participation in strategic planning and budgeting sessions
 - 2.5.1.2. evaluation of infrastructure needs;
 - 2.5.1.3. energy management;
 - 2.5.1.4. inventorying of all plant equipment and systems;
 - 2.5.1.5. development of maintenance operations manuals and procedures;
 - 2.5.1.6. development of a quality control program;
 - 2.5.1.7. working with Third Party Contractors hired by the County for facility improvements, additions, upgrades, building retrofits and studies;
 - 2.5.1.8. evaluation and monitoring of roof integrity and water proofing;
 - 2.5.1.9. monitoring regulatory compliance;
 - 2.5.1.10. monitoring underground storage tanks;
 - 2.5.1.11. monitoring lightning protection needs and effectiveness;
 - 2.5.1.12. monitoring insulation needs and effectiveness;
 - 2.5.1.13. monitoring ceilings, floors, sub-floors, framing, ceiling tiles, floor tiles, and floor coverings.
- 2.5.2. Preventative Maintenance Plans and Schedules: The Contractor must provide preventative maintenance plans and schedules for all systems to be serviced and monitored under the Contract. Preventative maintenance plans and schedules provided under the Contract must be based on whichever of the following provides the best value to the County: manufacturer's recommendations, equipment condition, equipment operating history, the Contractor's expertise, or as otherwise prescribed by the County. Preventative maintenance plans and schedules must be reviewed and approved by the County before enacted by the Contractor.
- 2.5.2.1. The County will provide a preventative maintenance schedule for emergency generators.
- 2.5.3. Annual 5-Year Capital Plan: The Contractor must provide the County a 5-year capital plan within 30 days of the start of any given calendar year for the County's consideration. The County will not be obligated to implement any portion of the plan, but may incorporate elements thereof at the County's sole discretion.
- 2.5.4. Documentation: The Contractor must provide the County with full documentation showing that preventative and routine maintenance as required herein is being performed on all identified ADC systems. Such documentation must be provided with as much detail as the County requests either quarterly or as often as requested by the County.
- 2.5.5. Manufacturer's Warranties: The Contractor must maintain all manufacturer's warranties on both new and existing ADC equipment and assist the County in enforcing such warranties as necessary

2.5.6. Cooperation with Third Party Contractors: The Contractor must coordinate with other firms that the County has contracted with or contracts with during the tenure of a resulting Contract to perform any tasks related to the operation, maintenance, and repair of the ADC. Wherever a Third Party Contractor is mentioned, the Contractor will coordinate with the Third Party Contractor, grant them access to the facility, escort Third Party Contractor personnel, grant access to components in secure areas, provide data, receive shipments if requested, and perform other non-direct efforts required to support any Third Party Contractor.

2.5.6.1. The Contractor must escort all Third Party Contractors during their time in the ADC. The Contractor must advise all Third Party Contractors of applicable practices developed in accordance with the **SCOPE OF SERVICES, EQUIPMENT AND WORKPLACE PRACTICE** and will be responsible to ensure that Third Party Contractors' operations do not violate such procedures.

2.5.6.2. Unless included in the Scope of Work of the Contract, the Contractor is not required to provide labor to aid a Third Party Contractor in completion of their task.

2.6. ADDITIONAL RELATED SERVICES: If during the execution of the requirements of this Contract, the Contractor is asked to perform work outside of the services described herein, the Contractor may submit a written proposal for the work to the County. The Contractor must not proceed with such work without written authorization from the County. Such approved work will be paid by the County within 30 days of receipt of a fully documented invoice following completion of the work. The County will reserve the right to deny any given proposal subject to this clause for any reason.

2.6.1. Capital Improvements by Contractor: The Contractor may implement operations changes or improvements to the ADC to effect a reduction in operation and maintenance costs for the ADC under the following conditions:

2.6.1.1. The Contractor must assume all costs of implementing the operational change or improvement.

2.6.1.2. The Contractor must provide a separate proposal regarding each operational change or improvement project to the County for review and approval prior to implementation.

2.6.1.3. The proposal must include expected cost reduction and all details of the improvement or operational change.

2.6.1.4. If the County approves the proposal, a written notice of approval will be supplied to the Contractor. No work or change may be made prior to receipt of such approval.

2.6.1.5. The County will take ownership of any improvements to the ADC constructed under this Contract.

2.6.1.6. The Contractor must pay the County 50% of the net first year benefit reasonably estimated to be realized from an approved operational change or improvement within 120 days of implementation.

2.7. BUILDING OPERATION: The Contractor must operate building systems in support of ADC operations. The Contractor must become and remain familiar with the Security & Access Control systems, Closed Circuit Camera System, Energy Management system, Plumbing and Hot water controls, fire alarm & sprinkler systems, and all other system controls necessary to operate the facility.

2.8. MAINTENANCE: The Contractor is required to provide preventative and routine maintenance for all building systems identified herein. Required maintenance services for the ADC include all services related to major equipment, the functions thereof, and all ancillary devices and systems that are a part of the mechanical, electrical, and building systems, unless specifically excluded. ***Exhibit "1," Illustrative List of System Components and Subsystems*** provides an illustrative, but not exhaustive, list of components and subsystems to be managed and maintained under this Contract.

- 2.8.1. **Building Envelope and Structure**: The Contractor will be required to periodically inspect and ensure the integrity of all the ADC's building envelope and structural systems during all activities.
- 2.8.2. **Central Plant Systems**: The Contractor must perform preventive maintenance and repairs on all instrumentation, water piping system components (including but not limited to hangers and insulation), other components, and subsystems of the ADC's heating water systems, chilled water systems, cooling water systems, and water chemistry systems.
 - 2.8.2.1. The County contracts with a Third Party Contractor for Chiller System and Energy Management System (EMS) maintenance on a quarterly basis. The Contractor will not be required to supply this service but must coordinate with the Third Party Contractor.
- 2.8.3. **Electrical Systems** (including low-voltage systems): The Contractor must perform preventive maintenance and repairs on all electrical systems equipment.
- 2.8.4. **Elevators**: The Contractor must coordinate with County and Third Party Contractor personnel for periodic testing and maintenance of elevators.
- 2.8.5. **Fire Alarm**: The Contractor must provide the following services regarding fire alarms:
 - 2.8.5.1. The Contractor must perform and document weekly, monthly, and quarterly inspections of the following:
 - 2.8.5.1.1. exit signs,
 - 2.8.5.1.2. detection systems,
 - 2.8.5.1.3. Fire alarm Control Panels (FACPs) and extinguishers as required by NFPA 72.
 - 2.8.5.1.4. Annual Inspections will be performed by a Third Party Contractor and are not part of the Contractor's scope.
 - 2.8.5.2. A Third Party Contractor will perform preventive maintenance on all fire alarm equipment including, but not limited to, fire alarm panels, exit signs, fire suppression systems, and fire extinguishers.
- 2.8.6. **Fire Sprinkler and Suppression Systems**:
 - 2.8.6.1. The Contractor must provide the following services related to the fire suppression systems:
 - 2.8.6.1.1. The Contractor will perform and document weekly, monthly, and quarterly inspections of sprinkler system components and conditions as required by NFPA 25.
 - 2.8.6.1.2. The Contractor must coordinate with the County for annual inspection of fire suppression systems by the local Fire Marshall.
 - 2.8.6.2. The Contractor must coordinate with a Third Party Contractor for the following:
 - 2.8.6.2.1. Annual and Quarterly Inspections will be performed by a Third Party Contractor or the County and are not part of the Contractor's scope.
 - 2.8.6.2.2. A Third Party Contractor will perform preventive maintenance on all fire alarm equipment including, but not limited to, Sprinkler systems, Ansul systems, and Halon systems.
- 2.8.7. **Generators**: The ADC has three emergency generator units.
 - 2.8.7.1. Generator sets will be programmed to perform a weekly operational test of all emergency generator equipment that will include, but not be limited to, running each emergency generator for 15 minutes plus cool down. During run, the Contractor must inspect each emergency generator set, accompanying switching systems, prime mover and controls, batteries, cooling and charging systems, fuel storage systems, exhaust system, and pumping systems for

abnormalities. Fuel levels must be checked for every generator and reported to the County at the end of every month.

- 2.8.7.2. A Third Party Contractor will perform quarterly generator and transfer switch testing and maintenance as required.
- 2.8.8. Heating, Ventilation and Air Conditioning System (including controls):
 - 2.8.8.1. The Contractor must provide the following services regarding HVAC systems:
 - 2.8.8.1.1. The Contractor must perform preventive maintenance and repairs on all HVAC equipment.
 - 2.8.8.1.2. Routine Maintenance:
 - 2.8.8.1.2.1. The Contractor will change all filters as required by the equipment manufacturers or quarterly, whichever is most often.
 - 2.8.8.1.2.2. The Contractor will lubricate all bearings and wear points as required by the manufacturer of the equipment.
 - 2.8.8.1.2.3. The Contractor must inspect all fan belts, pulleys, sheaves and couplings for alignment and or wear on a quarterly basis and replace as necessary.
 - 2.8.8.2. Unit replacements will be performed by Third Party Contractors as necessary.
- 2.8.9. Kitchen and Related Equipment: The Contractor must perform preventive maintenance and repairs on all kitchen equipment.
- 2.8.10. Laundry and Related Equipment: The Contractor must perform preventive maintenance and repairs on all laundry equipment:
- 2.8.11. Lightning Protection System:
 - 2.8.11.1. The Contractor must perform and document quarterly inspections of the ADC's lightning protection system, components, and conditions.
 - 2.8.11.2. A Third Party Contractor will perform all Preventive Maintenance on lightning protection equipment.
- 2.8.12. Natural Gas Distribution and Combustion Systems: The Contractor must perform preventive maintenance and repairs on all natural gas distribution and combustion systems equipment.
- 2.8.13. Plumbing and Sewer: The Contractor must perform preventive maintenance and repairs on all plumbing equipment.
- 2.8.14. Security Systems and Security Lighting: The Contractor must perform preventive maintenance and repair on all security systems equipment and controls.
- 2.8.15. Smoke Control System (including controls): The Contractor must perform preventive maintenance and repairs on all smoke control system equipment.
 - 2.8.15.1. Routine Maintenance:
 - 2.8.15.1.1. The Contractor must change all filters as required by the equipment manufacturers or on a quarterly basis, whichever is more often.
 - 2.8.15.1.2. The Contractor must lubricate all bearings and wear points as required by the manufacturer of the equipment.
 - 2.8.15.1.3. The Contractor must inspect all fan belts, pulleys, sheaves and couplings for alignment and or wear on a quarterly basis and replace as necessary

3. COUNTY SCOPE OF SUPPLY

3.1. FACILITIES: With regard to operating facilities for the Contract, the County will provide the following:

- 3.1.1. The County will provide maintenance shop space and office space for Contractor personnel. The ADC's shop and office are located next to the central plant, on the lower level.
 - 3.1.1.1. The maintenance shop is equipped with most tooling and equipment necessary for the performance of maintenance tasks at the facility. If the Contractor will require additional tooling or equipment, the Team Lead must provide a fully documented request to the County. The County will review and provide the tooling or equipment as soon as possible, following approval. If the County denies the request, a denial letter and reasoning will be provided within 5 working days of the request.
 - 3.1.1.2. The Office is equipped with a County-supplied control system computer, and two (2) County-supplied personal computers for work order processing and general administrative tasks. The County will maintain these computers per the requirements of the Mohave County Information Technology Department.
- 3.1.2. The County will supply all materials, including but not limited to: components, sub-assemblies, parts, consumables, tools, equipment, Third Party Contractor services as identified herein, and other materials required in the performance of required preventive and/or restorative maintenance tasks.
 - 3.1.2.1. The Contractor must coordinate with Mohave County Public Works Department – Facilities Division personnel for task scheduling and material requirements planning and supply. The County will make reasonable efforts to provide materials, tools, and supplies as requested.
 - 3.1.2.2. The Contractor is advised that central stores warehouse space is available for material storage next to the maintenance shop.
 - 3.1.2.3. In the event of an emergency that occurs after-hours, the On-Call Technician must notify the County Contract Administrator as soon as possible to request materials, supplies, or tools required to remedy the emergency situation. The Contractor may offer a price for required materials, supplies, or tools required per **SCOPE OF SERVICES**, Section 3.2 for approval by the County Contract Administrator. In an emergency situation, the quote and approval may be verbal, to be reasonably followed up with written confirmation.
- 3.1.3. The County will provide for access to all parts of building for inspection & maintenance purposes. The Contractor is advised that the ADC must operate 24 hours per day and security practices may cause delays in accessing areas.
- 3.1.4. Detention Center Staff, Contractor personnel, and Public Works personnel must work closely to plan and coordinate maintenance activities performed at the building. The Team Lead must attend weekly planning meetings to coordinate the Contractor's work.

3.2. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM: The County uses a web based computerized maintenance management system to provide work and inventory planning. Maintenance tasks will be assigned by work order. The County will provide the Contractor with access to the system for purposes of creating work orders, retrieving work orders, entering time, tracking inventory consumed, and tracking costs associated with maintenance activities.

INSTRUCTIONS TO OFFERORS

1. PRE-PROPOSAL CONFERENCE AND SITE VISIT:

- 1.1. The date and time of a prospective pre-proposal in person (with web conference option) are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals 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 Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. "Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."
- 1.2. The in-person Site Visit will immediately follow the Pre-Proposal Conference. The following restrictions apply to the Site Visit:
 - 1.2.1. No more than three (3) representatives from any given Offeror may attend the site visit.
 - 1.2.2. All attendees of the Site Visit must stay in a single group.
 - 1.2.3. Reasonable photography will be allowed, but no video may be captured during the Site Visit.
 - 1.2.4. Only one photographer and one camera will be allowed per Offeror.
 - 1.2.5. The County prefers that cellular telephones not be used as cameras for the Site Visit. Exceptions may be made per the discretion of ADC staff.
 - 1.2.6. ADC staff reserve the right to search any person entering the premises.
 - 1.2.7. No cell phones, weapons (including any knives or firearms), tobacco, lighters, or matches will be allowed on premises for the Site Visit.

2. PROPOSAL FORMAT:

Original and 2 copies (3 total) of each proposal in paper hard copy format, on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include the signed Offer and Acceptance.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

3. PREPARATION OF PROPOSAL:

- 3.1. All proposals shall be on the forms provided in this RFP. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
- 3.2. The Offer Form shall be submitted with an original ink signature by the person authorized to sign the proposal.
- 3.3. Proposals shall include all information requested and include any other required forms or certifications. At a minimum, the proposal shall include FORM 1 – TITLE PAGE, FORM 2 - PRICE PROPOSAL, FORM 3 – REFERENCES, the OFFER FORM AND EXHIBIT 1- Illustrative List of System Components and Subsystems.

- 3.4. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
- 3.5. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- 3.6. Periods of time, stated as a number of days, shall be in calendar days.
- 3.7. It is the responsibility of all offerors to examine the entire RFP and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

4. 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.

5. WHERE TO SUBMIT PROPOSALS:

In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.

6. 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 ninety (90) days after the opening time and date.

7. INQUIRIES:

Any question related to a RFP shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate RFP number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Amendment will be binding.

8. REQUEST FOR ADDITIONAL INFORMATION:

The County reserves the right to request additional information from Offerors for the purpose of clarifying the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

9. CONTRACT NEGOTIATIONS:

The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

10. AWARD OF CONTRACT:

10.1. Notwithstanding any other provision of the RFP, the County reserves the right to:

10.1.1. Waive any immaterial defect or informality; or

10.1.2. Reject any or all proposals, or portions thereof; or

10.1.3. Reissue the Request for Proposal.

10.2. A response to any RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals 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 RFP, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

11. FAMILIARIZATION OF SCOPE OF WORK:

Before submitting a proposal, the Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully review the requirements of the RFP and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFP. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract.

12. LATE PROPOSALS:

Late proposals will not be considered. 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 proposals and are advised herein that late proposals will be rejected and returned to the Offeror regardless of reason for being late.

13. WITHDRAWAL OF PROPOSAL:

At any time prior to the solicitation due date and time an offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals shall not be considered.

14. SOLICITATION AMENDMENTS:

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document by the specified due time and date. Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. 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 Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

15. CONFIDENTIAL INFORMATION:

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Offeror must include in their Offer, as a separate document, a listing of the specific content that is being requested to be maintained as confidential with an explanation for the request. The

Procurement Director will review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information will be disclosed as public information, unless the person utilizes the "Protest" provision.

16. SUBCONTRACTORS:

Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.

17. UPON NOTICE OF INTENT TO AWARD:

The apparent successful offeror shall sign and file with the County, within **ten (10) days** after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

18. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to any RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language and clearly demonstrate how the County will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's RFP will prevail.

19. PROPOSAL RESULTS:

Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.

20. VENDOR APPLICATION:

Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at: procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

21. PROPOSAL EVALUATION REQUIREMENTS:

Evaluation of each offer received under this RFP shall be based upon the following scoring criteria listed in their relative order of importance for a total of 100 possible points:

21.1 EVALUATION CRITERIA

21.1.1 OFFEROR INFORMATION & BACKGROUND, FORM "A"– PASS / FAIL

21.2 QUALIFICATIONS & EXPERIENCE (40 Points)

21.2.1 Provide a list of at least three (3) detention facilities for which your firm performs operation and maintenance services.

21.2.2 Include the name, phone number, and email of a point of contact for the agency to which the facilities belongs.

21.2.3 Provide a description of the proposed workforce as recommended by the Offeror to meet all of the requirements of the SCOPE OF SERVICES.

21.2.4 Provide, as an attachment, the resumes of your proposed workforce per the requirements of the RFP.

21.2.5 Past performance with the County. County staff's experience with the Offeror will be considered.

21.3 METHOD OF APPROACH (20 Points)

21.3.1 Provide a description of your firm's approach to preventative maintenance and building operations of a detention center.

21.3.2 Provide an overview of the risks involved with operating and maintaining a detention center and how your firm mitigates such risks.

21.3.3 Describe systems, controls, and other measures your firm takes to successfully perform maintenance and operations services.

21.3.4 Describe how your firm plans to ensure that all requirements as set forth in the SCOPE OF SERVICES will be met.

21.3.5 Provide a proposed shift schedule per the minimum requirements put forth in the SCOPE OF SERVICES, WORKFORCE.

21.4 PRICE PROPOSAL (20 Points)

21.4.1 Provide a price proposal including the following information at minimum:

21.4.1.1 Fully burdened monthly rates for all Contractor personnel to be supplied under a resulting Contract.

21.4.1.1.1 Fully-burdened is defined as including salary, all taxes and fees, administrative costs, insurance, and employee benefits.

21.4.1.2 All charges associated with after-hours work, including fully-burdened overtime rates, etc.

21.4.1.3 Total price for monthly stipend.

21.4.1.4 Any discounts offered regarding material, supply, and other reimbursements.

21.5 RESOURCES AVAILABLE – (10 points)

21.5.1 Provide a list of equipment, assets, contracts, and any other resources your firm will provide to perform the required services.

21.6 VALUE-ADDED SERVICE – (10 points)

21.6.1 Provide information regarding any value-added services your firm has identified that would reduce operational and maintenance costs for the ADC. Explain how they would benefit the County and support a more successful operation.

22. The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Mohave County's Procurement Policy and all other applicable state and federal regulations.

23. All proposals will be evaluated by impartial evaluators and scored using a scoring rubric. Proposals receiving an overall rating of 75 points or above will be considered as qualified to receive an award. Proposals will be scored based on an assessment by the Evaluation Committee.

24. The Evaluation Committee may select a proposal based on the initial information received without modification; however, the committee reserves the right to request additional data and conduct oral interviews, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to Mohave County Board of Supervisors.

25. Offerors will be evaluated on their demonstrated ability to provide services described in this RFP as well as;

25.1. Meeting the minimum eligibility requirements. Ineligible Offerors will be notified in writing

25.2. The successful submission and review of their proposal

25.3. Offers may be rejected if it is determined to be in the best interest of the County.

26. AWARD PROCESS

26.1. Each Offeror will be notified in writing of the award determination.

26.2. If the Evaluation Committee determines, based on a review of the offer, that the Offeror may not be able to fulfill contract expectations, the County reserves the right not to enter into contract with the organization, regardless of the ranking and/or approval of the applicant's proposal.

26.3. Upon contract award and approval, the County reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, the County will not be held liable for provisions in the RFP package that become invalid.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS:

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.

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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage. The policy shall be endorsed to include the following additional insured language: "The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

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

1.1.2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000
- Policy shall contain a waiver of subrogation against the County of Mohave.

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

1.2.1. On insurance policies where the County of Mohave is named as an additional insured, the County of Mohave shall be an additional insured 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.

1.2.2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

1.3. 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 **(County of Mohave Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

1.4. 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 B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.5. VERIFICATION OF COVERAGE:

Contractor 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 Procurement. The County project/contract number and project description shall 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.

1.6. SUBCONTRACTORS:

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7.10 APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

2. CONTRACT TYPE, TERM AND RENEWAL:

2.1. **Contract Type:** All costs will be firm, fixed and fully loaded to include all incidental and associated costs necessary to provide all specified services herein and be paid on cost reimbursement basis. County will not be liable for any reduction in funding. Offeror's submitted pricing proposal must be able to stand alone in the event that County, under its option(s) to amend or terminate any contract resulting from this solicitation, opts to terminate contracted services provision.

2.2. **Contract Term and Renewal:** The term of the Contract shall commence on April 1, 2024 or a date mutually agreed upon by Contractor and County, and shall remain in effect for a period of **one (1) year** thereafter, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for Four (4) additional one-year renewal periods or portions thereof upon expiration of the initial contract term. In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

3. RATE ADJUSTMENTS:

3.1. The County will review **fully documented** requests for rate adjustments after services have been successfully provided for a one (1) year period. Rate adjustments **will only be considered at the time of contract renewal** and will be a factor in the renewal review process.

Contractor shall furnish written price adjustment figures, keyed to industry and changes, at least ninety (90) days prior to the contract expiration date to substantiate any claim for increase. County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will become effective upon approval by the County's Board of Supervisors on the effective date of the contract renewal and shall remain in effect during the renewal period. **If the parties to the contract cannot agree on renewal terms, it is hereby understood that the County may opt not to renew the Contract.**

4. 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 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 the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

5. KEY PERSONNEL:

It is essential that Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor must agree to assign specific individuals to the key positions. **Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without ten (10) days prior written notice to the County. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.**

6. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to this RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his/her designee, the contract provisions contained in the RFP shall prevail.

7. CERTIFICATES AND LICENSES:

The successful offeror shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

8. QUALITY OF WORK:

Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Contractor shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions.

9. NEW PRODUCTS OR SERVICES:

Mohave County, at its sole discretion may allow new products or services, or expansion of existing services identified by the Contractor or Mohave County to be incorporated. The request may be submitted at any time during the Contract period. The requested products or services shall align with the current Scope of Services.

10. TRANSITION ACTIVITIES:

There shall be a transition of services for a period determined by Mohave County. During this period, the new Contractor shall work closely with Mohave County personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities. An authorized representative from Mohave County shall coordinate all transition activities. A transition plan will be developed with the new Contractor to implement the transfer of duties.

All records, electronic or otherwise, shall be preserved and provided to Mohave County or the new Contractor at no cost in a format/medium approved by and within the timeframe established by Mohave County for any future transition of services.

STANDARD TERMS AND CONDITIONS

1. **AMERICANS WITH DISABILITIES ACT:** The Consultant 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.
2. **APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. 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.
3. **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, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
4. **ASSIGNMENT OR DELEGATION:** No assignment of this Agreement or subcontract shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the advance written approval.
5. **CONFIDENTIALITY OF RECORDS:** The Provider shall establish and maintain procedures and controls that are acceptable to the Department and Arizona Department of Health Services for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Contract.
6. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Provider.
7. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
8. **ENFORCEMENT, LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Provider must comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.
9. Provider shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Provider.
10. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Provider or any other person except with the prior written permission of the County.
11. **FORCED LABOR OF ETHNIC UYGHURS 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:
 - 11.1 the forced labor of ethnic Uyghurs in the People's Republic of China;
 - 11.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - 11.3 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.

11.4 If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Contractor 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 terminates on the Contract termination date.

12. FORCE MAJEURE: Except for the 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 a late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

12.1 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 a 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.

13. 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, or the making of any determinations with respect to the performing of such contract. 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.

14. INDEMNIFICATION: To the fullest 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 misconduct 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.

14.1 The scope of this indemnity will not be limited by the Insurance Requirements contained herein. This indemnification paragraph shall survive the termination of this Agreement.

- 15. INDEPENDENT PROVIDER:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, 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.
- 15.1 The Provider is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Provider should make arrangements to directly pay such expenses, if any.
- 15.2 The County will not provide any insurance coverage to the Provider including Workmen's Compensation coverage.
- 16. 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.
- 17. ISRAEL BOYCOTT CERTIFICATION:** In accordance with A.R.S. §35-393.01, "The Company certifies that it is not currently engaged in , and agrees for the duration of the contract to not engage in a boycott of Israel." Violation of this certification by the Contractor may result in action by the County up to and including termination of this Agreement.
- 18. 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).
- 19. LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
- 20. LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
- 25. RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 26. 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.

27. **SCRUTINIZED BUSINESSES:** In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.
28. **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.
29. **SUBSEQUENT EMPLOYMENT:** This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
30. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
31. **VISITATION AND INSPECTION:** Provider agrees that the Department and any other appropriate agencies of the State or Federal Government, or any of their duly authorized representatives, shall have access to the Provider's facilities and the right to examine any books, documents, and records of the Provider, involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein.
32. **WAIVER:** The failure of either party of this Agreement to take action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
33. **WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the 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.
34. **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 1 – TITLE PAGE

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: _____

Applying As (check one of the following):

_____ Individual

_____ Single Organization/Agency

_____ Consortium of Partners

_____ Number of Consortium Partners

Consortium Partner(s) Name(s): _____

FORM 2 - PROPOSAL

Each firm shall attach their own price proposal based on the scope of work and evaluation criteria list in Instructions to Bidders, Section 21.

FORM 3 – REFERENCES

Provide a list of at least three (3) detention facilities for which your firm performs operation and maintenance services.

REFERENCE #1	
Company/Person/Agency Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
How do they know your firm?	

REFERENCE #2	
Company/Person/Agency Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
How do they know your firm?	

REFERENCE #3	
Company/Person/Agency Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
How do they know your firm?	

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 Proposal.

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. 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 Offerors").

_____ Yes _____ No

If "YES", please provide the current Mohave County employee and position (include additional pages if necessary)

CONTACT:

FOR CLARIFICATION OF THIS OFFER:

Signature of Person Legally Authorized to Sign on Behalf of Company

Name (First, Middle Initial, Last)

Printed Name and Title

Printed Name and Title

Company Address

Direct Telephone (Including Area Code)

City / State / Zip Code

Mobile Telephone (Including Area Code)

Telephone Number (Including Area Code)

Email Address

Email Address

Company Web Address

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Offeror is now bound to provide the materials and/or services specified in RFP# 24P06 including all terms, conditions, specifications, amendments, etc., and Offeror's Offer as accepted by Mohave County.

Offeror has been cautioned not to commence any billable work or to provide any material and/or service under this Contract until Offeror receives this signed sheet or written notice to proceed.

Awarded this _____ day of _____, 2024.

HILDY ANGIUS, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS