



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

RFQ No. 24PS11 **CIVIL ENGINEERING SERVICES** **BANK STREET DRAINAGE DESIGN**

RFQ DUE DATE: January 30, 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: January 11, 2024
TIME: 10:00 A.M. LOCAL AZ TIME
Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Meeting ID: 279 772 013 594 Passcode: EjneWu
Or call in (audio only)
[+1 623-473-7231](tel:+16234737231).,559083169# United States, Phoenix
Phone Conference ID: 559 083 169#

QUESTIONS SHALL BE DIRECTED TO: **MORGAN MICHAELS**
PROCUREMENT SUPERVISOR
(928) 753-0752 Opt. 1
MichaM@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 a firm to design drainage improvements to Bank Street in Kingman, Arizona. Professional services will include but are not limited to the items listed herein 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 **January 17, 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.

December 20 & 27, 2023
Publish Dates

Issue Date: December 20, 2023

INTRODUCTION & GENERAL INFORMATION

1. GENERAL INFORMATION

1.1. PURPOSE: Mohave County, Arizona (“County”) is inviting the submission of Statements of Qualification (“SOQ”) from firms or individuals offering professional Civil Engineering Services (“Consultant”) to design improvements to Bank Street in Kingman, AZ. This project is receiving federal funding through the EPA

1.1.1. The Consultant must have adequate experience with government projects to include, but not limited to Architectural, Engineering, Specialty Design Services, and Construction Management Services for the full conformance with applicable law, regulatory rules, regulations and permitting requirements and in accordance with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1.2. COUNTY PROJECT MANAGER: The County will designate a County Project Manager following award of a contract. The County’s Project Manager will be the primary contact for the project and will act as the County Engineer’s designee, unless otherwise noted.

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

1.3.1. 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
FEDERAL FUNDING REQUIREMENTS
OFFER FORM

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

1.3.2.1. *Form A – Title Page*

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

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

2.1.1. **Evaluation of SOQs:** Offerors must submit a Statement of Qualifications (“SOQ”) for evaluation. Offerors must submit a Statement of Qualifications for evaluation per the criteria established in this RFQ.

2.1.2. 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.

2.1.3. If negotiations are unsuccessful, the County will formally terminate negotiations with the top-ranked firm and begin negotiations with the next highest-ranked Offeror.

SCOPE OF SERVICES

Project Background:

1. Bank Street runs north/south through the City of Kingman and New-Kingman Butler communities. This road is a significant transportation corridor for the community as well as conveyance for stormwater to the Mohave Wash Channel.
2. During storm events of any size, Bank Street conveys water to the Mohave Wash impacting traffic at Kingman High School and other businesses north of Gordon Drive.
3. The Bank Street Channel Stormwater Project begins inside the City of Kingman limits, approximately 70' south of the Bank Street and Gordon Drive. The project continues north approximately 5,700 feet and outlets at the Bank Street channel which flows to the Mohave Wash Channel.
4. Funding for this project is through an EPA grant as well as Mohave County.

Objective:

1. The intent of this project is to design a storm drain system to collect floodwaters at the intersection of Gordon Drive and convey it underground approximately 5,700 feet north. The storm drain will outlet at the Bank Street channel which flows approximately 750 feet before connecting to the Mohave Wash Channel. The goal is to have the project designed and constructed in two years or less
2. A survey of the Bank Street ROW in the project area shall be completed by Engineer to determine the necessary depth of the storm drain.
3. Blue staking and pot-holing along Bank Street, including the intersection of Gordon Drive, shall be conducted by Engineer to locate existing utilities and coordinate with the existing storm drain crossing. Must coordinate with utility companies to confirm utilities will not be affected by proposed storm drain.
4. Construction service support shall be provided by Engineer during construction. Upon construction completion as-built plans shall be generated by Engineer.
5. Final Design:
 - a. Perform a field survey suitable for final design and construction based on the recommendation.
 - b. Prepare a 30% plan set for review by the County and utilities.
 - c. Prepare a 60% plan set and cost estimate for review by the County and utilities.
 - d. Prepare a 90% plan set, specifications and cost estimate for review by the County and utilities.
 - e. Prepare and submit necessary permits to Federal, State, and Local agencies, as needed.
 - f. Respond to comments from relevant permitting agencies and stakeholders including utilities.
 - g. Finalize plans, specifications, and cost estimate for construction.
 - h. Obtain utility clearances.
 - i. Final design shall comply with all applicable federal, state, and local laws, codes, and standards.

INSTRUCTIONS TO OFFERORS

1. EVALUATION CRITERIA

1.1. OFFEROR INFORMATION AND BACKGROUND – PASS / FAIL

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

1.2. EXPERIENCE, EXPERTISE, AND QUALIFICATIONS OF TEAM – 40 POINTS

1.2.1. Provide experience and qualifications of key design team members including all applicable licenses, registrations, or certifications applicable to the proposed work, and describe their involvement. The team members identified must be the team members that will be assigned to the project.

1.2.1.1. Prepare an organizational chart which identifies the roles of the firms and the key individuals that will be directly involved in the project. Provide the primary point of contact for the lead design professional and key design consultants. Other individuals may be added as project requirements dictate.

1.2.2. List similar projects that team members have completed. Prioritize listing flood control design projects.

1.2.3. Indicate unique and creative solution you have used in the past to improve project outcomes.

1.3. QUALIFICATIONS OF FIRM – 35 POINTS

1.3.1. Provide a description of the Company including size and years in business.

1.3.2. Describe the firm's management and organization capabilities.

1.3.3. Describe the internal quality and cost control measures or procedures.

1.3.4. Provide examples of construction cost estimates and compare to contractor's bid and final prices.

1.3.5. Ability to establish a scope of work while anticipating issues to avoid change orders.

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. Describe the firm's current workload and its ability to complete these services in a timely manner.

1.4.3. 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.**

3.1.1.5. **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 Consultant 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 Consultant in connection with Consultant'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 Consultant from obligations under this Contract. The County does not warrant the compatibility of County furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

2. INSURANCE REQUIREMENTS:

2.1. Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, its agents, representatives, employees or subcontractors, and Consultant is free to purchase additional insurance.

2.3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant 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 Consultant.” Such additional insured shall be covered to the full limits of liability purchased by the Consultant, 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 Consultant.

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 Consultant, involving automobiles owned, leased, hired or borrowed by the Consultant.” Such additional insured shall be covered

to the full limits of liability purchased by the Consultant, 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 Consultant.

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 Consultant.

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 Consultant) form.

2.3.4. Professional Liability (Errors and Omissions Liability)

2.3.4.1. Each Claim \$1,000,000

2.3.4.2. Annual Aggregate \$2,000,000

2.3.4.3. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.3.4.4. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Services of this contract.

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

2.4.1. The Consultant'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 Consultant 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 Consultant from potential insurer insolvency.
- 2.7. VERIFICATION OF COVERAGE: Prior to beginning of work or services, Consultant 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 Consultant shall furnish to Mohave County separate certificates and endorsements for each subconsultant. 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.

Mohave County Risk Management approved 3/25/2022 BS

- 3. OTHER CONTRACTS:** The County may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other Contractors and with County employees to accommodate such other work. The Consultant 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 Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the County only in accordance with those same rates.
- 4.1. The County will pay the Consultant 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 Consultant 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 Consultant'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. Consultant 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 Consultant's cost proposal.
- 5. CONFLICT OF INTEREST:** Sub-consultants 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 Consultant by the County for review and all work product of the Consultant 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 Consultant. Any work produced under this contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Consultant 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 Consultant rather than the County notwithstanding the preceding sentence, the Consultant 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 Consultant must promptly (1) provide the County with all information in the possession or under the control of the Consultant 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.

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 Consultant 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 Consultant 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 Consultant 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 Consultant certifies to the best of his/her knowledge and belief, that Consultant 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. Consultant, 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 Consultant/Firm.
 - 2.4.7. County Project Manager - The County employee specifically designated as responsible for monitoring and overseeing the Consultant'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 Consultant 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 Consultant or any and all of Consultant's subcontractors. Said audit shall be limited to this Contract and its scope of services.

- 5. PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the County shall consider the extent to which the Consultant may be reasonably liable.
- 5.1. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Contract.
 - 5.2. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
 - 5.3. The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.
 - 5.4. Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.
 - 5.5. The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the County.
 - 5.6. By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.
- 6. ADDITIONAL COMPENSATION:** The Consultant 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 Consultant of any work for which additional compensation will be requested.
- 6.1. 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.
- 7. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract shall become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County shall not be used or released by the Consultant or any other person except with prior written permission by the County.
- 8. DRAWING, STANDARD DETAILS, ETC.:** County drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the County. The County will furnish the Consultant with copies of the necessary standard County documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.
- 9. ADVICE AND CONSULTATION:** The Consultant 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.
- 10. PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

- 11. TIME RECORDS:** The Consultant 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.
- 12. 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.
- 12.1. 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:
- 12.1.1. The name, address, and telephone number of the protestor;
- 12.1.2. The signature of the protestor or its representative;
- 12.1.3. Identification of the solicitation number;
- 12.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- 12.1.5. The form of relief requested.
- 13. 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.
- 13.1. 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 Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant 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.
- 13.2. 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.
- 13.3. If the termination is for failure of the Consultant to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the County.
- 13.4. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant 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.
- 13.5. 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.
- 13.6. 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 Consultant 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.

- 14. SUSPENSION OF WORK:** The County may order the Consultant, 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.
- 14.1. The Consultant 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.
- 15. 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. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
- 16. INDEPENDENT CONSULTANT:** 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.
- 16.1. Consultant 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.
- 16.2. The County will not provide any insurance coverage to Consultant, including Worker's Compensation coverage. The Consultant is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any.
- 17. 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.
- 18. 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.
- 19. CONFIDENTIALITY OF RECORDS:** The Consultant 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. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.
- 20. GRATUITIES:** The County may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, 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 Consultant the amount of the gratuity.
- 21. 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.

- 22. 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 Consultant 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 Consultant; 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 Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 23. LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
- 24. CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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 Consultant 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 Consultant of the County's position within fifteen (15) days of receipt of written notice by the Consultant.
- 29. SUBCONTRACTS:** No subcontract shall be entered into by the Consultant 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 subconsultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Consultant of the County's position within 15 days of receipt of written notice by the Consultant.
- 30. RIGHTS AND REMEDIES:** No provision in this document or in the Consultant'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.
- 31. ACKNOWLEDGMENTS:** Consultant 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 Consultant or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

- 32. INDEMNIFICATION:** To the extent allowed by law, the Consultant shall indemnify, defend, and hold harmless Mohave County, and its officers, officials, supervisors, agents, and employees (hereinafter referred to as "Indemnatee") 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 Consultant 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 Consultant 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for Mohave County. The scope of this indemnity will not be limited by the Insurance Requirements contained herein.
- 33. 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.
- 34. ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the County.
- 35. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Consultant or subconsultant which is related to the performance of any contract as awarded or to be awarded.
- 36. WORK SCHEDULE:** The Consultant shall adhere to any and all work schedules developed under this contract.
- 36.1. 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 Consultant 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.
- 37. 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 subconsultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- 37.1. 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.
- 38. 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 Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.

- 39. 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.
- 39.1. 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.
- 40. BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
- 41. PROJECT LICENSES AND PERMITS:** Consultant shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.
- 42. 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.
- 43. 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.
- 44. 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 Consultant 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.
- 45. PROJECT COMPLIANCE:** It is the Consultant'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 Consultant 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 Consultant to alert the County of any deviation from this requirement.
- 46. CONTINUITY:** Consultant 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 Consultant for five (5) years after the termination of this Contract.
- 47. 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).
- 48. 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
- 49. 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.

- 50. 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.
- 51. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

FEDERAL FUNDING REQUIREMENTS

1. CONSULTANT'S RESPONSIBILITY.

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

2. DRUG FREE WORKPLACE REQUIREMENTS.

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

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

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

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

4.1. Clean Air Act.

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

4.2. Federal Water Pollution Control Act.

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

5. SUSPENSION AND DEBARMENT.

- 5.1.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.2.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

6. ACCESS TO RECORDS.

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

7. DHS SEAL, LOGO AND FLAGS.

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

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

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

9. NO OBLIGATION BY FEDERAL GOVERNMENT.

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

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

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

11. CONFLICT OF INTEREST.

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

12. MANDATORY DISCLOSURES.

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

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

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

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

14. Non-Discrimination

14.1. CONSULTANT will comply with all state and federal non-discrimination laws.

15. Contract Work Hours and Safety Standards

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

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: _____

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

Printed Name

Email address

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Consultant is now bound to provide the materials or services listed in RFQ No. 24PS11, including all terms, conditions, specifications, amendments, etc., and the Consultant's Offer as accepted by County/public entity.

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

Awarded this _____ day of _____, 2024.

HILDY ANGIUS, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS