



COUNTY OF MOHAVE NOTICE OF REQUEST FOR PROPOSALS

RFP No. 24P02 Foreign Trade Zone Consultant

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT 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 submittal non-responsive.

Proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Proposals must be submitted in a sealed envelope. The Request for Proposals **number, bidder's name and address** shall be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than **September 18, 2023**. Questions must be addressed to the Procurement Officer listed below.

PROPOSAL DUE DATE: September 29, 2023 @ 2:00 PM, AZ TIME
PROPOSAL LOCATION: Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86402

PRE-PROPOSAL WEB CONFERENCE DATE: September 13, 2023
TIME: 1:00 PM, LOCAL AZ TIME
Via Microsoft Teams
[Click here to join the meeting](#)
Meeting ID: 266 587 196 502
Passcode: CF7AFK
Or call in (audio only)
[+1 623-473-7231](tel:+16234737231), [805719008#](tel:+1805719008) United States, Phoenix
Phone Conference ID: 805 719 008#

QUESTIONS SHALL BE DIRECTED TO:

August 30 & September 6, 2023
Publish Date(s)

MORGAN MICHAELS, CPPB
PROCUREMENT SUPERVISOR
(928) 753-0752, Option 1
MichaM@mohave.gov
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
P.O. Box 7000
Kingman, Arizona 86402-7000

ISSUE DATE: August 30, 2023

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BACKGROUND

1. Mohave County (“County”) is seeking proposals from qualified firms experienced in the establishment of Foreign Trade Zones (“FTZ”) to provide consulting services to the County to assist in its efforts with the creation of an FTZ within the County, on behalf of the Mohave County Economic Development Department.
2. Mohave County may also elect to continue the agreement for technical advisory services after the zone is established and operational Mohave County for a one-year period beginning with the successful establishment of the FTZ, with four optional one-year renewal periods. See Task 4 in Scope of Services.
3. Designating a Foreign Trade Zone in Mohave County would provide a wide range of benefits to the community including enhancing local and state economic development benefits, promoting capital investment, strengthening domestic retention of US companies, benefiting from various duties and tax savings opportunities for operators, and creating new jobs opportunities.
4. Mohave County anticipates award of this contract and commencement of the project in October of 2023.
5. Mohave County has budgeted \$70,000 for the completion of Tasks 1, 2, and 3 of this project.

SCOPE OF SERVICES

1. Overview:

- 1.1. The County is requesting a professional services proposal for establishing an Alternative Site Framework (ASF) designation that qualifies companies located within Mohave County, under the ASF pursuant to Section 400.38 of the Foreign-Trade Zones Board's regulations.

2. Tasks:

2.1. Task 1: FTZ Foundational Setup Phase

- 2.1.1. The firm will support any administrative actions to assist in preparing and submitting a new ASF FTZ application to the FTZ Board, which may include but are not limited to:
 - 2.1.1.1. Creating a zone designation strategy;
 - 2.1.1.2. Defining geographic service area;
 - 2.1.1.3. Creating zone boundary maps
 - 2.1.1.4. Targeting specific FTZ sites that could initially be served by the zone;
 - 2.1.1.5. Assisting Mohave County in documenting its legal authority to file the application to the FTZ Board (e.g., copy of state legislation, copy of relevant section of the charter, copy of Grantee resolution, etc.); and
 - 2.1.1.6. Preparing all economic justification arguments for the application.

2.2. Task 2: Zone Designation Application Phase

- 2.2.1. The firm will provide guidance to Mohave County to complete its ASF applications, which may include but are not limited to:
 - 2.2.1.1. Creating zone use case;
 - 2.2.1.2. Assisting with obtaining the required letters of non-objection from the applicable taxing jurisdictions;
 - 2.2.1.3. Assisting with obtaining proposed Service Area correspondence (e.g., support letter from the County);
 - 2.2.1.4. Drafting Grantee Zone and Fee schedule; and
 - 2.2.1.5. Finalizing and filing of FTZ application with the FTZ Board.

2.3. Task 3: Grantee Go Live Program

- 2.3.1. In preparation for Mohave County to commence operations as a Grantee, the firm will assist the County in all processes required which may include but are not limited to:
 - 2.3.1.1. Developing Grantee Agreement;

2.3.1.2. Assisting the development of initial FTZ training on Grantee zone management, FTZ operations, FTZ benefits, Customs regulations, and zone marketing; and

2.3.1.3. Developing an FTZ Grantee Procedures Manual. The Grantee procedures manual should outline Mohave County's process for becoming an operator/user within their zone.

2.4. Task 4: Grantee Zone Ad Hoc Advisory Services

2.4.1. Once the zone is established and operational Mohave County may require technical advisory services.

INSTRUCTIONS TO OFFERORS

1. PRE-PROPOSAL WEB CONFERENCE:

The date and time of a prospective pre-proposal web conference 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."***

2. PROPOSAL FORMAT:

One paper original, three paper copies, and one electronic copy of each proposal (on CD/DVD/USB Drive) should be submitted 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 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 Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered.
- 3.2.** Proposals shall include all information requested in Required Content and Organization and include any other required forms or certifications.
- 3.3.** The Offer and Acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
- 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 an error in the extension of prices in the proposal, the unit price shall govern when applicable.
- 3.6.** Periods of time, stated in number of days, shall be in calendar days.
- 3.7.** It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- 3.8.** There is no page limit for proposals. However, proposals must be clear, concise, and information submitted must be relevant to the RFP.

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:

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 Request for Proposal 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 Request for Proposal 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 a 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 explaining 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 Request for Proposal, 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 an 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 SERVICES:

Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Services, 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, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall 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 an 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 exception/s and any proposed substitute language and clearly describe 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 from the Procurement Department website at: procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

21. EVALUATION SCORING CRITERIA

21.1. Evaluation of each offer received under this RFP that is determined to be responsive to the proposal requirements, shall be based upon the following scoring criteria listed in their relative order of importance:

- 21.1.1. Qualifications - 40 Points
- 21.1.2. Method of Approach – 35 Points
- 21.1.3. Cost – 25 Points
- 21.1.4. Total Points Available - 100 Points

21.2. 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.

21.3. 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, conduct oral interviews and negotiations, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to the Mohave County Board of Supervisors.

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

22. AWARD PROCESS

22.1. Each Offeror will be notified in writing of the award determination. Formal notification of award and the execution of a contract are subject to approval by the Mohave County Board of Supervisors or the Mohave County Procurement Director.

23. REQUIRED CONTENT AND ORGANIZATION

23.1. The Offer shall clearly demonstrate the Offeror’s ability to provide the services as described in the Scope of Services. A responsive offer must comply with the format and content requirements of the RFP.

23.2. Required submission documents should be included as an attachment and organized as follows:

Proposal Content: Title Page	Form 1 – Title Page
Table of Contents	Required with page numbers included.
References	Form 2 – References
Qualifications	Include information relevant to Qualifications (see Below.)
Method of Approach	Include information relevant to Method of Approach (see Below.)
Cost	Include information relevant to the cost of the proposal (see Below.)
Offer Form	Form 3 – Offer Form

23.3. Proposal Format Requirements:

Font	12 Point – Times New Roman or Arial or Similar Font
Pages	Single-Sided
Margins	One (1) Inch – This applies to ALL margins.
Spacing	Double-Spaced
Header or Footer	The name of the organization submitting the proposal and the page number on each page.

23.4. Qualifications (40 Points): Responses must include the following information:

- 23.4.1. Provide the name, a brief history, and a description of the Consultant.
- 23.4.2. Identify your staff member(s), their qualifications, and their experience relevant to the work they would perform under this proposal, including any recent experience working on FTZ projects in the Arizona jurisdiction.
- 23.4.3. Identify any subcontractors that your firm intends to use to perform work under this proposal and their relevant qualifications and experience.
- 23.4.4. Outline the firm's qualifications including its certifications, abilities, capabilities, skills, and other strengths as they relate to this proposal.
- 23.4.5. Identify specific relevant completed projects, experience, and knowledge of the US FTZ program, including:
 - 23.4.5.1. Customs regulations and tax requirements.
 - 23.4.5.2. Experience with the establishment of an FTZ Grant of Authority.
 - 23.4.5.3. Experience running an FTZ as a Grantee.

23.5. Method of Approach (35 Points): Responses must address the following:

- 23.5.1. Provide an estimated timeline for this project.
- 23.5.2. Provide an outline of your firm's proposed approach and a plan of work for how the Tasks listed in the Scope of Services will be performed. Activities and timelines should be specific, measurable, achievable, and realistic.
- 23.5.3. Provide your firm's strategy for ongoing Grantee support (Task 4).

23.6. Cost (25 Points): Responses must include the following:

- 23.6.1. Provide a total maximum price to accomplish Task 1, Task 2, and Task 3 in the Scope of Services.
- 23.6.2. Provide a proposed fee structure for providing services necessary to complete the proposed scope items. Fee structure proposals shall include but are not limited to costs for specific task items from the Scope of Services along with an estimate regarding the duration and number of hours to complete each task.
- 23.6.3. Provide a personnel schedule which includes job title and billing rate for any work which may be undertaken under this contract. Proposers shall also provide job titles and rates for any subcontractors that the Proposer is including in this response.
- 23.6.4. Provide a proposed fee structure for travel expenses and estimate any travel costs expected to incur during the completion of Task 1, Task 2, and Task 3 in the Scope of Services.
- 23.6.5. Provide a proposed fee structure for ongoing Grantee support (Task 4).

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS:

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.

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

1.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant 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 Consultant".

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

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 Consultant**".

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:

1.1.1. 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 Consultant even if those limits of liability are in excess of those required by this Contract.

- 1.1.2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 1.1.3. Coverage provided by the Consultant 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 Consultant from potential insurer insolvency.

1.5. VERIFICATION OF COVERAGE:

Consultant 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** Consultant 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.

1.7. 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.

2.2. Contract Term and Renewal: The term of the Contract shall commence upon award and shall remain in effect until the completion of Task 1, Task 2, and Task 3 and the successful establishment of a Foreign Trade Zone within Mohave County. Mohave County, at its sole option, may elect to continue with the commencement of Task 4: Grantee Zone Ad Hoc Advisory Services on a date agreed upon by all parties for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein. The Consultant 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:

During the provision of services under Task 4: Grantee Zone Ad Hoc Advisory Services, 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.

Consultant 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 shall re-bid the Contract.

4. 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 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 the Consultant 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 Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Consultant must agree to assign specific individuals to the key positions. Consultant 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, Consultant 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:

Consultant shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Consultant 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. ADDITIONAL SERVICES:

Mohave County, at its sole discretion, may allow the performance of additional services or expand existing tasks and services beyond the Scope of Services. The requested products or services must align with the current Scope of Services and be in accordance with the established fee structure. Additional services that increase the overall cost of the project may only be established through a Contract amendment signed by both parties.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer Form, offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The proposer shall not discriminate against any employee or Offeror for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The proposer 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.
 - D. The proposer 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 proposer to the contract.
2. **TERMINATION OF CONTRACT:** 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.

The County reserves the right to cancel the whole or any part of this contract due to failure of Consultant to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Consultant for acting or failing to act as in any of the following:

In the opinion of the County, Consultant provides personnel that do not meet the requirements of the contract;

In the opinion of the County, Consultant fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Consultant attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality.

Consultant fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Consultant fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Consultant will not or cannot perform to the requirements of the contract.

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.

3. **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.
4. **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. Consultant shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
5. **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. 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. Mohave County will not provide any insurance coverage to the Consultant, including Workmen'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.
6. **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.
7. **PATENT INFRINGEMENT:** The procuring agency should advise the Consultant of any impending patent suit and provide all information available. The Consultant shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Consultant shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
8. **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.
9. **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.

10. **SHIPMENT UNDER RESERVATION PROHIBITED:** Consultant is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.
11. **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, 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 Consultant the amount of the gratuity.
12. **APPLICABLE LAW:** This contract shall be governed by, and the County and Consultant 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.
13. **CONTRACT:** The contract shall be based upon the RFP issued by the County and the offer submitted by the Consultant in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. 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.
14. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
15. **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 of Consultant.
16. **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.
17. **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.
18. **PROTECTION OF GOVERNMENT BUILDINGS:** The Consultant shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Consultant fails to do so and damages such buildings, equipment and vegetation, the Consultant shall replace or repair the damage at no expense to the County, as directed by the Procurement Director. If the Consultant fails or refuses to make such repair or replacement, then the Consultant shall be liable for the cost thereof, which may be deducted from the contract price.

19. **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.
20. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Consultant without prior written permission of the County, and no delegation of any duty of Consultant shall be made without prior written permission of the County's Procurement Director. The County shall not unreasonably withhold approval and shall notify the Consultant of the County's position within fifteen (15) days of receipt of written notice by the Consultant.
21. **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 subcontractor 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 fifteen (15) days of receipt of written notice by the Consultant.
22. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's proposal 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.
23. **PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Director. A protest of a RFP shall be received at the Procurement Office before the RFP opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the RFP or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
24. **WARRANTIES:** Consultant 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 Consultant or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

25. INDEMNIFICATION: To the fullest extent allowed by law, Consultant 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 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 such 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 Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful misconduct of the Indemnitee, 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, agents, supervisors, 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. This indemnification paragraph shall survive the termination of this Agreement.

(Approved by Risk Management 07/08/2023)

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. ADVERTISING: Consultant shall not advertise or publish information concerning this contract without prior written consent of the County.

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

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period

of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

- 30. 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.
- 31. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Consultant or any other person except with prior written permission by the County.
- 32. 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.
- 33. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant 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.
- 34. 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 Consultant until payment in full is made by the County. Upon request of the County, the Consultant shall provide a formal release of all liens.
- 35. 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.

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.

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.

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.

- 36. LICENSES:** Consultant shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this contract.

- 37. 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.
- 38. 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.
- 39. SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 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.
- 40. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
- For purposes of this contract and Scope of Services, the following definitions shall apply:
- “Shall, Will, Must”:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.
- “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 proposal without the information.
- “May”:** Indicates something that is not mandatory but permissible.
- "County"** Mohave County, Arizona
- "Consultant/Consultant"** The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Mohave County.
- "Contract"** The legal agreement executed between Mohave County, AZ and the Consultant/Consultant.
- "Contract Representative"** The County employee or employees who have specifically been designated to act as a contact person or persons to the Consultant, and responsible for monitoring and overseeing the Consultant's performance under this contract.
- "Procurement Director"** The contracting agent for Mohave County, Arizona.
- 41. CLEAN UP:** The Consultant shall at all times keep the contract area, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the County. Upon completion of the repair, the Consultant shall leave the work and premises in clean, neat and workmanlike condition.
- 42. SCRUTINIZED BUSINESSES:** In accordance with **A.R.S. § 35-391.06** and **A.R.S. § 35-393.06**, the Consultant hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.

- 43. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of **A.R.S. § 41-4401**, the Consultant 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)**.
- 44. 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.
- 45. SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, State or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The State also may exercise any other remedy available by law.
- 46. ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If Consultant engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Consultant 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.
- 47. FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION:** Pursuant to A.R.S. §35-394, Consultant certifies that Consultant 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 Consultant becomes aware during the term of the contract that the company is not in compliance with the written certification, the Consultant shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Consultant 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.

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 Agency

_____ Consortium of Partners _____ Number of Consortium Partners

Consortium Partner(s) Name(s): _____

FORM 2 - REFERENCES

REFERENCE #1	
Organization Name:	
Organization Address:	
Contact Name and Title:	
Email Address:	
Describe work you performed for this reference:	

REFERENCE #2	
Organization Name:	
Organization Address:	
Contact Name and Title:	
Email Address:	
Describe work you performed for this reference:	

REFERENCE #3	
Organization Name:	
Organization Address:	
Contact Name and Title:	
Email Address:	
Describe work you performed for this reference:	

FORM 3 - OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the 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." _____ 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

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.

Consultant is now bound to provide the services and/or materials specified herein in RFP No. 24P02, including all terms, conditions, specifications, amendments, etc., and Services Provider's Offer as accepted by Mohave County.

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

Awarded this _____ day of _____, 2023.

TRAVIS LINGENFELTER, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS