



**COUNTY OF NAVAJO**  
**NOTICE OF REQUEST FOR QUALIFICATIONS**  
Northeast Arizona Regional Dispatch Center (NARDC) General Counsel  
**F16-02-18**

**RFQ NUMBER:** F16-02-18  
**RFQ DUE DATE:** April 15, 2016 AT 3:00 P.M. LOCAL AZ TIME  
**PUBLIC RFQ OPENING:** April 15, 2016 AT 3:15 P.M. LOCAL AZ TIME  
**SUBMITTAL LOCATION:** Navajo County Clerk of the Board of Supervisor's Office  
100 East Code Talkers Drive  
Holbrook, Arizona 86025

**DIRECT WRITTEN QUESTIONS TO:** Joyce Alexander, Purchasing  
(928) 524-4322  
Joyce.alexander@navajocountyaz.gov

Notice is hereby given that The Northeast Arizona Regional Dispatch Center (NARDC), a joint powers authority formed by intergovernmental agreement between municipalities, county government, and fire districts in Navajo County, Arizona pursuant to A.R.S. 11-952.02, seeks Qualifications from attorneys/law firms interested in serving as general legal counsel.

As the fiscal agent for the NARDC responsible for procurement, Navajo County invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm determined to be best qualified will enter into negotiations with the County for a fixed fee contract.

A complete copy of this RFQ and possible amendments may be obtained by calling (928) 524-4322, or a copy may be picked up during regular business hours at the Procurement Office, 100 East Code Talkers Drive, Holbrook, Arizona 86025 or [www.navajocountyaz.gov](http://www.navajocountyaz.gov) procurement. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Procurement Office no later than **March 31, 2016**. 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 Qualifications are rejected.

Holbrook Tribune News

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Publish Date(s)

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ISSUE DATE:

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## **INTRODUCTION**

The Northeast Arizona Regional Dispatch Center (NARDC), a joint powers authority formed by intergovernmental agreement between municipalities, county government, and fire districts in Navajo County, Arizona pursuant to A.R.S. 11-952.02, seeks Qualifications from attorneys/law firms interested in serving as general legal counsel.

### **SCOPE OF SERVICES**

A. The Northeast Arizona Regional Dispatch Center (NARDC), a joint powers authority formed by intergovernmental agreement between municipalities, county government, a fire districts in Navajo County, Arizona pursuant to A.R.S. 11-952.02, seeks Qualifications from attorneys/law firms interested in serving as general legal counsel. The scope of services to be provided or coordinated by the firm will include, but not necessarily be limited to, the following:

1. Attend NARDC Governing Board and Committee meetings as requested and serve as legal advisor at same.
2. Provide legal opinions and advice upon request of the NARDC Governing Board, Managing Director, and other authorized staff.
3. Advise the NARDC Governing Board, Managing Director and staff of applicable and relevant provisions of Arizona state statutes, laws, regulations, requirements and court rulings and of any significant changes and developments in same; and make recommendations to the NARDC regarding such matters.
4. Review, draft and negotiate agreements and contracts, the NARDC's Governing Board bylaws, the policies and procedures of the Dispatch Center and other documents upon the request of the NARDC Governing Board, Managing Director, and other authorized staff.
5. Provide advice to members of the NARDC Governing Board regarding their fiduciary duties and obligations and of actions, procedures and steps to comply with same.
6. Upon request of the NARDC Governing Board or its Managing Director, provide advice on threatened and pending litigation or notice of claim received by the NARDC.
7. Upon request of the NARDC Governing Board and as may be necessary, represent the NARDC in litigation.
8. Advise the NARDC Governing Board and Managing Director of open meeting requirements regarding appropriate notice of public meetings, agenda-related materials and other issues.
9. Advise the NARDC Governing Board, Managing Director and staff of the requirements of Arizona's public records law.
10. Provide the NARDC Governing Board legal advice regarding matters on the NARDC Governing Board's agenda.
11. Coordinate on legal issues as necessary and appropriate with legal counsel for the municipalities, county, and fire district members which are represented on the NARDC Governing Board.

### **MINIMUM QUALIFICATIONS**

B. The following are the minimum qualifications for any attorney/law firm to be considered as a potential provider of services to the NARDC:

1. The attorney/law firm and all persons providing legal services to the NARDC must be licensed and in good standing with the in the State of Arizona.
  2. The attorney/law firm and all persons providing legal services to the NARDC must carry general liability insurance and professional liability insurance in an amount sufficient to satisfy the NARDC governing Board. Proof of said insurance shall be provided by attorneys/firms submitting responses to this RFQ.
  3. The individual attorney with whom the NARDC contracts (i.e., the primary attorney) is absolutely responsible for all NARDC Board matters supervised by and/or assigned to him/her and such attorney must ensure that all NARDC work is performed competently and in a timely manner. The primary attorney must thoroughly supervise all NARDC Board work performed by other attorneys and staff within the respective firm, partnership or other professional association.
  4. The attorney/law firm must certify that there are no ethical or legal conflicts which would disqualify them from representing the NARDC and its Governing Board.
  5. The attorney/firm must have a thorough knowledge of Arizona's open meeting and public record laws and advise NARDC Board and Managing Director of requirements, recordkeeping, notifications as to properly comply with these laws.
  6. The attorney/law firm must be capable of providing the full scope of services as requested by the NARDC Board.
  7. The attorney/law firm must be capable of complying with the terms of the Professional Services Agreement for legal services.
  8. The attorney/law firm must possess recent relevant experience in providing legal services for public retirement systems in Arizona.
  9. The successful applicant should have a demonstrated background and experience in representing government agencies which may include some combination of representing joint power authorities, municipalities, county government, fire districts or other special taxing districts organized under Title 48 of the Arizona Code. Additionally, the successful applicant should have experience in drafting and reviewing intergovernmental agreements, various types of contracts as well as a background in employment law.
- C. In addition to the minimum qualifications, the attorney/law firm must express a commitment to the following:
1. Accessibility and responsiveness to client requests for legal services.
  2. Commitment and ability to return telephone calls within 24 hours and, in most cases, commitment to return telephone calls on the same business day that the call was made.
  3. Demonstrated experience and skill working with public agencies.
  4. Demonstrated communication and social skills as are necessary to work as part of a team with the NARDC Governing Board, Managing Director, staff, and the representatives of the various government agencies that make up the NARDC.
  5. Demonstrated high level of professional skills and demeanor and thoroughness of work preparation.

- D. PROPOSAL REQUIREMENTS** Qualifications should include the following information, presented in a clear, comprehensive, and concise manner to illustrate the attorney/law firm's capabilities:
1. The firm name, principal(s) who will be performing services, address, and telephone number.
  2. The location of the office from which the assigned principal(s) will be working.
  3. Resumes of the principals and of the attorneys who will provide services to the NARDC and its Governing Board, designating which of those attorneys will have primary responsibility for representing the NARDC.
  4. A summary sheet including the following for each attorney who will provide services to the NARDC:
    - a. Legal training, years of legal practice, area of expertise and admitted jurisdictions.
  5. Government and corporate clientele previously represented.
  6. A description of your proposed services as they relate to the Scope of Services.
  7. A brief description of similar consulting experience, with client references, specific qualifications, and experience of key personnel. Specifically, please relate past experience and qualifications to the services itemized under the Scope of Services.
  8. A brief description of your expertise and a familiarity with all aspects of representation of public entities.
  9. A Fee Schedule with hourly rates for all individuals proposed to perform services under the Scope of Services. In addition, please detail all expenses, including any travel expenses.
  10. Alternatively, a retainer fee proposal outlining hourly rates and fees and restrictions limitations or charges.
  11. List of clients for which you provide services similar to those under the Scope of Services.
  12. A brief discussion of your understanding of the representation of a joint powers authorities such as the NARDC, the open meeting law, the public records law, your background in employment law, and your experience in drafting and negotiating Intergovernmental Agreements and other contracts.
  13. Identify any complaints that have been filed against you with the Arizona State Bar and the outcome of those complaints.

### **FINAL COMMENTS**

The NARDC Governing Board reserves the right to reject any and all Qualifications and to request additional information from the proposing firms. By requesting Qualifications, the NARDC Governing Board is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation, submittal or presentation of a proposal.

## INSTRUCTIONS TO OFFERORS

1. **SUBMITTAL FORMAT:** Original and 2 copies (3 total) of each submittal should be submitted on the forms and in the format specified in the RFQ. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFQ. **The sections of the submittal should be tabbed, clearly identifiable.** The County will not provide any reimbursement for the cost of developing or presenting Qualifications in response to this RFQ. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.
  
2. **PREPARATION OF SUBMITTAL:**
  - A. All Qualifications shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles shall not be considered.
  - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the submittal.
  - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
  - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - E. Periods of time, stated as a number of days, shall be in calendar days.
  - F. It is the responsibility of all offerors to examine the entire Request for Qualifications package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a submittal confers no right of withdrawal after due time and date.
  
3. **WHERE TO SEND SUBMITTALS:** In order to be considered, the offeror must complete and send their submittal to the Procurement Office at the location indicated on the Notice Page. The submittal must be received by no later than the specified opening date and time. The offeror's

submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, SOLICITATION NUMBER, DATE, AND TIME of SUBMITTAL OPENING shall be written on the envelope. Failure to clearly indicate solicitation number, name and address on the outside of the bid package or envelope may be cause for the bid to be deemed invalid.

5. **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 one hundred twenty (90) days after the opening time and date.
  
6. **INQUIRIES:** Any question related to this solicitation shall be in writing and 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.** Any correspondence related to a solicitation should refer to the appropriate Solicitation 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 submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.
  
7. **REQUEST FOR ADDITIONAL INFORMATION:** The County as procurement agent for the NARDC reserves the right to request additional information from Offerors for the purpose of explaining the contents of their submittal. Any such request shall be for informational purposes only.
  
8. **CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the NARDC and/or County as its procurement agent may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the County to be necessary. In the event that the NARDC is not able to negotiate successfully with the top ranked Offeror, the NARDC and County shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the NARDC and County are not able to negotiate successfully with the next ranked Offeror, the County shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made by to the Offeror whose submittal and subsequent negotiation is most advantageous to the

NARDC.

**9. AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, the NARDC Governing Board reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all offers, or portions thereof; or
- (3) Reissue the solicitation.

A response to this solicitation is an offer to enter into negotiations and contract with the NARDC based upon the terms, conditions, and specifications contained in the solicitation. Submittals do not become contracts unless and until they are executed and approved by the NARDC Governing Board. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents.

**10. FAMILIARIZATION OF SCOPE OF WORK:** Before signing a contract, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a Contract will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

**11. LATE SUBMITTALS:** Late submittals shall not be considered.

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

**13. AMENDMENT OF SOLICITATION:** The Offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.

**14. SUBMITTAL:** The offer and any solicitation amendments must be signed and returned with the offeror's submittal.

**15. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing. The County as procurement agent for NARDC 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. SUBATTORNEY/FIRMS:** Offeror must list any sub Attorney/Firm to be utilized in performance of services herein. For each sub Attorney/Firm, 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. SUBMITTAL RESULTS:** Results are not provided in response to telephone inquiries. A tabulation of submittals received is on file in the Procurement Office and shall be available for review after final contract award.

**19. PREPARATION OF SUBMITTAL:**

**A. Evaluation Requirements:** The evaluation will be conducted in accordance with the following plan:

- 1) **Screening Phase:** The criteria for screening firms in this process:
  - Qualifications of the Firm
  - Firm Experience on Similar Projects
  - Experience and Qualifications of Team (including project manager and project engineer)
  - Available Resources to Complete Services (including evaluation of organizational chart)
  - Other Considerations, as Determined by the County and NARDC Governing Board (as detailed in the Uniform Attorney/Firm Questionnaire)
  - Past Performance (see below)

Past Performance shall be scored by the Selection Committee based upon all information from outside agencies, and references provided by the Attorney/Firm.

Points shall be assigned according to the above listed criteria. The firms will then be ranked and the County and NARDC may enter into negotiations with the top-ranked firm.

The County as procurement agent and the NARDC reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

**B. INSTRUCTIONS FOR SUBMITTAL:** All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed in original ink by the authorized person signing the Attorney/Firm offer. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittal for the projects shall be limited to the items listed below. Firms are advised to follow guidelines and submit only the requested information. A page is one side of an 8.5" x 11" sheet (minimum font size is 11).

1. **COVER LETTER** expressing interest in available project. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 Pages maximum)
2. **UNIFORM QUESTIONNAIRE** It is preferred the answers to the questionnaire be limited to ten (10) pages including graphs, charts, schedules, and any other associated material, but excluding resumes.

## **UNIFORM ATTORNEY/FIRM QUESTIONNAIRE**

Firms will be screened based on evaluation of the Uniform Questionnaire using the following criteria, which are listed in relative order of importance.

### **QUALIFICATIONS OF FIRM (40 points)**

Submit qualifications of the firm and explain why your firm is especially well qualified to perform the required services. Please include the following:

- Length of time in business
- Discuss the relevant experience of the firm. Projects listed should be similar in nature to the current project and to the extent possible involve team members proposed for this project. List awards received as a result of relevant past work.
- Describe firm's internal procedures for developing, monitoring, and maintaining project schedules.

### **EXPERIENCE AND QUALIFICATIONS OF TEAM (25 points)**

Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects.

At a minimum, please include the following information:

- State licenses, registrations and certifications held by individuals and/or the firm
- Prior similar projects – indicate size and complexity
- Project execution and timeline

### **REFERENCES (20 points)**

List specific references that may be contacted and the work performed for each of the three references. Show how the experience relates to the current project in this RFQ.

### **PRICE (15 points)**

Provide fee proposal as requested on the Price Page attached herein.

### **GENERAL**

#### **A. Additional Investigations:**

The County as procurement agent and the NARDC reserve the right to make such

additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

**B. Prior Experience:**

Experiences with the partner governmental organizations making up NARDC shall be taken into consideration when evaluating qualifications and experience.

**C. Multiple Awards:**

The NARDC reserves the right to determine if multiple awards are required and to make multiple awards as deemed necessary to fulfill the NARDC's requirements.

Although the Navajo County Procurement Office will make a recommendation to the NARDC Governing Board after evaluating proposals to this RFQ, the final decision regarding the award of the contract is solely within the sound discretion of the NARDC Governing Board.

**SPECIAL TERMS AND CONDITIONS**

**1. INSURANCE PROVISIONS:**

**COVERAGE AFFORDED**

Worker's Compensation  
Commercial General Liability  
Insurance  
Including:

- A. Products & Completed Operations
- B. Blanket Contractual
- C. Premises-Operations-Personal Injury

Professional Liability  
Insurance (Errors and Omissions)  
(See Special Conditions)

**LIMITS OF LIABILITY**

Statute  
\$1,000,000 – Bodily Injury  
Combined Single Limit  
\$100,000 Property Damage

\$1,000,000 (Minimum)  
Combined Single Limit

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which include surveying and/or construction surveillance:

Comprehensive Automobile Liability  
Insurance including: non-owned, and  
Hired vehicles

\$1,000,000 - Bodily Injury  
Combined Single Limit  
\$100,000 Property Damage

**SPECIAL CONDITIONS:**

1. The NARDC will be added as additional insured under the commercial general liability and comprehensive automobile liability policies.
2. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to both the authorized representative of the NARDC and the Navajo County Procurement Office, P.O. Box 668, Holbrook, Arizona 86025.
3. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the County Loss Prevention Director.

4. Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which the NARDC is exposed.
  5. Professional liability insurance carried by the Attorney/Firm must cover all elements of the project including professional services performed by sub Attorney/Firms. If the Attorney/Firm's professional liability insurance does not provide coverage for work performed by sub Attorney/Firms, separate project insurance will be required to comply with the professional liability insurance requirement. The NARDC requires a copy of the professional liability insurance policy to verify coverage.
3. **OTHER CONTRACTS:** The NARDC may, at its sole option, enter into Contracts for additional work related to this project.
4. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the County as fiscal agent for the NARDC shall pay the Attorney/Firm in accordance with the negotiated contract rates, and the Attorney/Firm shall charge the County only in accordance with those same rates. Payment by the County as NARDC's fiscal agent shall only occur after approval of charges by the authorized representative of the NARDC.
- The County as fiscal agent will pay the Attorney/Firm following the submission of itemized invoice(s) and approval of NARDC. Attorney/Firm understands that the NARDC is solely liable for the debts of the joint powers authority, and that neither Navajo County nor any other constituent member of the NARDC are liable for the bills of the NARDC.
5. **CONFLICT OF INTEREST:** Sub Attorney/Firms 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.
5. **AMENDMENTS:** Amendments may be obtained during regular business hours from the County's Procurement Manager at 100 E. Carter Drive, Holbrook, Arizona 86025. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

6. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 1.

## STANDARD TERMS AND CONDITIONS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal 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 submittal without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- A. **County** – Navajo, Arizona 86025
- B. **Agency or User Department** – Used to mean the NARDC which manages the professional services contract for the project.
- C. **Attorney/Attorney/Firm** – Used interchangeably in referring to the architect, attorney, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the NARDC.
- D. **Evaluation Committee** – The committee established by the County to formally evaluate Qualifications according to the evaluation criteria listed herein.
- E. **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.
- F. **Contract** - The legal agreement executed between the NARDC and the Attorney/Firm.
- G. **NARDC Project Manager** - The NARC's authorized representative or employee specifically designated as responsible for monitoring and overseeing the Attorney/Firm's performance under this Contract, also referred to as the NARDC's Designated Contract Representative.

**H. Procurement manager** - The contracting authority for the NARDC authorized to sign contracts and amendments thereto on behalf of the NARDC.

2. **NOTICE TO PROCEED:** The Attorney/Firm agrees to render professional services promptly and diligently upon receipt of written approval of the NARDC Governing Board.
3. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The NARDC's authorized representative or the County may, as fiscal agent for the NARDC, at reasonable times and places, audit the books and records of Attorney/Firm or any and all of Attorney/Firm's sub-Attorney/Firms. Said audit shall be limited to this Contract and its scope of services.
4. **PRINCIPAL ATTORNEY/FIRM'S OR FIRM'S RESPONSIBILITY:** The Attorney/Firm shall be responsible for the professional quality, of the work provided to the NARDC.

Neither the NARDC'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 Attorney/Firm shall be and remain liable to the NARDC in accordance with applicable law for all damages to the NARDC caused by the Attorney/Firm's negligent performance of any of the services furnished under this Contract.

By signing the Contract, the Attorney/Firm 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.

**5. ADDITIONAL COMPENSATION:**

The Attorney/Firm shall submit a written proposal to and secure the NARDC's written approval of same prior to the performance by the Attorney/Firm of any work for which additional compensation will be requested.

Without the NARDC approval of the proposed work and the fee therefore, the County as fiscal agent for NARDC will not consider payment of any sums other than those already set forth under this Contract.

- 6. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copyrightable works resulting from this Contract shall become property of the NARDC. 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 NARDC. Property of the NARDC shall not be used or released by the Attorney/Firm or any other person except with prior written permission by the NARDC
- 7. TIME RECORDS:** The Attorney/Firm shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The NARDC 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 NARDC to be incomplete or erroneous.
- 8. PROTEST PROCEDURE:** Should an attorney/firm believe that the NARDC and the County have not properly followed the selection procedures as outlined in the Navajo County Procurement Code, the firm may file a protest as described in the Navajo County Procurement Code.
- A protest shall be in writing and shall be filed with the Procurement Manager. 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:
- A. The name, address, and telephone number of the protestor;
  - B. The signature of the protestor or its representative;
  - C. Identification of the solicitation 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.
- 9. CERTIFICATION:** By signature in the offer section of the Offer page, Attorney/Firm certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.

- B. The Attorney/Firm shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Attorney/Firm 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 Attorney/Firm submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Attorney/Firm and has the authority to bind the Attorney/Firm to the Contract.

**10. TERMINATION OF CONTRACT:**

- A. The NARDC may terminate this Contract in whole or, from time to time, in part, for the NARDC's convenience or because of the failure of the Attorney/Firm to fulfill the Contract obligations. Upon receipt of the notice of termination, the Attorney/Firm shall:  
1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the authorized representative of the NARDC all files, data, billing statements, opinions, and other information and materials accumulated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of the NARDC, the NARDC shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- C. If the termination is for failure of the Attorney/Firm to fulfill the contract obligations, the NARDC may complete the work by contract or otherwise, and the Attorney/Firm shall be liable for any additional cost incurred by the NARDC.
- D. If, after termination for failure to fulfill contract obligations, it is determined that the Attorney/Firm 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 NARDC.
- E. The rights and remedies of the NARDC provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

**11. SUSPENSION OF WORK:**

- A. The NARDC may order the Attorney/Firm, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the NARDC determines appropriate for the convenience of the NARDC.
- B. The Attorney/Firm agrees that no charges or claims for damages shall be made against the NARDC 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 NARDC of any of the rights herein.

**12. ARBITRATION:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the NARDC except by the NARDC'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. Attorney/Firm shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

**13. INDEPENDENT ATTORNEY/FIRM:** 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.

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

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

**14. HUMAN RELATIONS:** Attorney/Firm agrees to abide by the provisions of the Navajo County Procurement Code relating to provisions against discrimination required in all County

contracts.

15. **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 NARDC. The NARDC reserves the right to obtain like goods or services from another source when necessary.
16. **PATENT INFRINGEMENT:** The Attorney/Firm shall defend any suit or proceeding brought against the procuring agency based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, and the Attorney/Firm shall pay all damages and costs awarded therein, against the procuring agency. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Attorney/Firm shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.
17. **AFFIRMATIVE ACTION:** Attorney/Firm, your sub Attorney/Firm(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status.
18. **AMERICANS WITH DISABILITIES ACT:** The Attorney/Firm 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 Attorney/Firm shall establish and maintain procedures and controls that are acceptable to the NARDC for the purpose of assuring that no

information contained in its records or obtained from the NARDC 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. Attorney/Firm also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Attorney/Firm as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the NARDC.

20. **GRATUITIES:** The NARDC may, by written notice to the Attorney/Firm, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Attorney/Firm or any agent or representative of the Attorney/Firm, to any officer or employee of the NARDC or any of the constituent entities making up the NARDC. In the event this Contract is canceled by the NARDC pursuant to this provision, the NARDC shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Attorney/Firm 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 Request for Qualifications and/or the Request for Proposal approved by the NARDC Governing Board, the offer or retainer agreement submitted by the Attorney/Firm in response to the Request for Qualifications 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 Request for Qualifications and/or the Request for Proposal. The NARDC reserves the right to clarify any contractual terms with the concurrence of the Attorney/Firm; however, any substantial non-conformity in the offer, as determined by the NARDC, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the NARDC and the Attorney/Firm relating to this requirement and shall prevail over any and all previous agreements, contracts, Qualifications, negotiations, purchase orders, or master agreements in any form.
23. **LEGAL REMEDIES:** All claims and controversies in connection with the award of this

Contract shall be subject to the Navajo County Procurement Code.

24. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment approved and signed by the NARDC Governing Board and the Attorney/Firm.
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 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 along with any retainer agreement entered into between the parties 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. In the event of a conflict between this Contract and supplemental retainer agreement, the terms of this contract shall control.
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 Attorney/Firm shall be made without prior written permission of the NARDC Governing Board, as the agreement is awarded based upon the unique qualifications of the Attorney/Firm. 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.
29. **SUBCONTRACTS:** No subcontract shall be entered into by the Attorney/Firm with any other

party to furnish any of the material/service specified herein without the advance written approval of the NARDC Governing Board. 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 sub-Attorney/Firm were the Attorney/Firm referred to herein. The Attorney/Firm is responsible for contract performance whether or not sub-Attorney/Firms are used.

- 30. RIGHTS AND REMEDIES:** No provision in this document or in the Attorney/Firm'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:** Attorney/Firm affirms that all material or services provided 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 NARDC, shall not alter or affect the obligations of the Attorney/Firm or the rights of the NARDC under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 32. INDEMNIFICATION:** Attorney/Firm shall indemnify, and hold harmless the NARDC, appointed boards and commissions, officials, officers, and employees and insurance carriers, individually and collectively from any and all claims, demands, suits, actions, proceedings, loss, cost, subrogation's, and damages of every kind and description, attorney's fees and/or actions of any kind, which may be brought or made against or incurred by any person, on account of or resulting from personal injury to any person (including bodily injury and death) or damages to any property, due to either: (1) the Attorney/Firm's negligent performance of the terms of this Contract, or, (2) any of the Attorney/Firm's negligent acts or omissions. The Attorney/Firm's obligation under this section shall not extend to any liability caused by the sole negligence of the NARDC Governing Board or its employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

33. **DUTY TO DEFEND:** Attorney/Firm shall, at its own expense, defend the NARDC, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of the Attorney/Firm, or its sub Attorney/Firms or agents, in connection with the performance or nonperformance of this contract.
34. **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.
35. **ADVERTISING:** Attorney/Firm shall not advertise or publish information concerning this Contract without prior written consent of the NARDC.
36. **RIGHT TO INSPECT:** The NARDC may, at reasonable times, and at the NARDC's expense, inspect the place of a Attorney/Firm or sub-Attorney/Firm which is related to the performance of any contract as awarded or to be awarded.
37. **FORCE MAJEURE:**
- A. 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 sub-Attorney/Firm unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
  - B. 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:** All work and services provided are subject to final inspection and acceptance by the NARDC. Material or service failing to conform to the specifications of this Contract shall be held at Attorney/Firm's risk and may be returned to the Attorney/Firm. If so returned, all costs are the responsibility of the Attorney/Firm. Noncompliance shall conform to the cancellation clause set forth in this document.
- 39. PAYMENT:** Invoices shall be submitted on a monthly basis for all work performed, and no payment shall be issued prior to receipt of material or service and correct invoice. Invoices submitted to the County for payment on NARDC's behalf shall be specific enough for the NARDC to identify and verify the work performed, but not so specific as to breach attorney-client privilege between the NARDC and Attorney/Firm. County will only pay invoices submitted upon approval of an authorized representative of the NARDC.

The County as the NARDC's fiscal agent shall make every effort to process payment for the purchase of materials or services within thirty (30) calendar days after receipt of materials or services and a correct invoice.

- 40. BUSINESS LICENSES AND PERMITS:** Attorney/Firm shall maintain in current status all Federal, State, and local registrations, licenses, certifications and permits required for the operation of the business conducted by the Attorney/Firm as applicable to this Contract.
- 41. PROJECT LICENSES AND PERMITS:** Attorney/Firm shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:
- A. City/County permits
  - B. Federal, State and Local authorizations
  - C. ADEQ Permits
  - D. Other permits as required

- 42. COST OF PROPOSAL PREPARATION:** The County and NARDC 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 Qualifications 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.
- 44. SUBSEQUENT EMPLOYMENT:** The NARDC may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the NARDC is, at any time while the contract or any extension of the contract is in effect, an employee or agent of the Attorney/Firm in any capacity or a consultant to Attorney with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the NARDC is received by the parties to this Contract, unless the notice specifies a later time.
- 45. CONTINUITY:** Attorney/Firm 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 Attorney/Firm for at least five (5) years after the termination of this Contract.

**OFFER FORM**

**TO NORTHEAST ARIZINA REGIONAL DISPATCH CENTER:**

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.

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
County      State      Zip

\_\_\_\_\_

Signature of Person Authorized to Sign

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

ACCEPTANCE OF OFFER:

**The offer is hereby accepted.**

**The Attorney/Firm is now bound to provide the materials or services listed in RFQ #F16-01-04, including all terms, conditions, specifications, amendments, etc., and the Attorney/Firm's Offer as accepted by the NARDC.**

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

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**