

Audiovisual Systems, #B20-09-017

Bid Specifications and Requirements

Prepared For:

Project Name and Location:
Navajo County Board of Supervisors
Board Room

TABLE OF CONTENTS

	<u>Page</u>
NOTICE OF REQUEST FOR PROPOSALS	3
I SCOPE OF WORK	4
II SYSTEM REQUIREMENTS	5
III INSTALLATION	6
IV SYSTEM DOCUMENTATION AND MAINTENANCE	9
V INSTRUCTIONS TO OFFERORS	9
VI PROPOSAL EVALUATION REQUIREMENT	12
VII SPECIAL TERMS AND CONDITIONS	13
VIII STANDARD TERMS AND CONDITIONS	17
IX PROPOSAL CHECKLIST	25
Certification Regarding Debarment	26
Eligibility for Cooperative Purchasing	28
Price Page	29
Offer Form	30
Vendor Reference	31



NAVAJO COUNTY
NOTICE OF REQUEST FOR PROPOSALS
RFP NO. B20-09-017
AUDIOVISUAL SYSTEMS, B20-09-017

The Navajo County Board of Supervisors is seeking proposals from qualified suppliers to provide and install Audiovisual System in the Navajo County Board of Supervisors Chamber in Holbrook, Arizona

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY PICK UP A COPY OF THE PROPOSAL PACKAGE AT 100 W. PUBLIC WORKS DR., P.O. BOX 668, HOLBROOK, ARIZONA 86025 AT THE PUBLIC WORKS DEPARTMENT, OR MAY DOWNLOAD THE PACKAGE AT: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>.

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talker Drive, P.O. Box 668, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office. Proposals shall be delivered to Navajo County at the place, time and date indicated below.

Proposals must be submitted in a sealed envelope. The **RFP number** and the **proposers name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the proposal package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be in writing and addressed to the contact listed below.

RFP NUMBER: B20-09-017
RFP DUE DATE: October 28, 2020 AT 3:00 P.M. Local AZ Time
PUBLIC OPENING DATE: October 28, 2020 AT 3:15 P.M Local AZ Time
SUBMITTAL LOCATION: Board of Supervisor's
100 East Code Talkers Drive
P.O. Box 668
Holbrook, Arizona 86025
DIRECT WRITTEN QUESTIONS TO:
Cheryl Hollins - (928) 524-4100
cheryl.hollins@navajocountyaz.gov

White Mountain Independent
10/2/2020 & 10/06/2020 - Publish Date(s)

I. SCOPE OF WORK

A. Overview:

The objective of this bid document is to secure competitive bids from audiovisual contractors experienced in the installation of audiovisual systems at the level of the project's scope of work. The AV systems for the facility must be tested and fully operational by a date acceptable to the owner and working in conjunction with the Construction Manager's project schedule. The selected AV contractor must be able to devote the manpower resources necessary to meet the construction schedule.

All bidders shall submit required items with a description in a master equipment list that includes pricing. No substitutions or modification of any of the equipment shall be allowed without written permission from owner. You may submit a document to explain in detail any suggestions for modification to the design and the associated pricing applicable.

The selected AV Contractor is solely responsible for all work performed by his sub-contractors and must supervise the sub-contractors in a manner that ensures proper communication and coordination at the job site. Use of subcontractors shall be determined in the proposal process and listed as such in the proposal document. Please list any states where your organization has a local presence and the use of subcontractors would not be a necessity for installation.

B. Long Lead Time Items

1. The successful bidder shall submit a list of all long lead-time items greater than two weeks within 2 days of award of the contract.

C. Samples

1. All devices mounted in the furniture shall be black.
2. Any samples necessary for the furniture manufacturer to mount in the table shall be coordinated with the project team and provided as necessary.

D. Inspection/Existing Conditions/Project Meetings and Coordination

1. Beginning of installation means acceptance of existing conditions and surfaces.
2. It shall be the responsibility of the AV Contractor to cooperate with all appropriate parties in order to achieve well-coordinated progress and satisfactory final results. The AV contractor shall watch for conflicts with work of other contractors on the job and execute moderate moves or changes as are necessary to accommodate other equipment, preserve symmetry, or aesthetic appearance.
3. Close and careful coordination will be required for the proper integration of audiovisual equipment in the lecterns, walls and millwork. Periodic inspections will be necessary to review site conditions as they progress.
4. The AV Contractor selected shall attend on-site project meetings as required or as requested.
5. Completion of this project is defined as fully tested, commissioned, documented and client trained operable systems.

II. SYSTEM REQUIREMENTS

A. Overview of Audiovisual System and Descriptions

AV Project Scope of Work includes:

Standard Room with Projection

- Create a board room environment sound system that allows for in person meetings where all can be heard locally and remotely. The system will allow for digital meetings with in-person and online participants using products like Skype, Zoom, and other popular video conferencing products.
- The conference room design is based upon a Shure Microflex Media platform.
- 7 Wireless lapel mics.
- 8 wireless desk mount mics.
- Provide Streaming capabilities for all live sessions.
- Popup desk mount interface for auxiliary computer connections.
- Wall touch pad to control audio and streaming.
- Streaming camera with network bridge
- All audio is amplified through eight 70V ceiling speakers.
- Use existing TV, Screen and Projector, Make necessary connections to new system

B. Estimated Parts List

Does not include everything needed for a complete system, for reference only. The “brand name” descriptions used in the specifications are intended to be descriptive only and are to indicate the quality and characteristics of products that will be satisfactory. Bids for products other than the referenced product will be considered for award if such products are identified in the bid and are determined by the County to be acceptable alternates in all material respects to the brand name product referenced. The vendor shall provide sufficient information to enable evaluation by the County of the acceptability of the proposed product.

- Hybrid body pack - MXW1/O=-Z10
- Lavalier Microphone - WL183
- Desktop base transceiver - MXW8
- Cardoid Gooseneck microphone - MX405/C
- 8 channel access point transceiver - MXWAPT8=-Z10
- 4 channel access point transceiver - MXWAPT4=-Z10
- 8 channel charging station - MXWNCS8
- 4 channel charging station - MXWNCS4
- 8 channel network interface - MXWANI8
- 4 channel network interface - MXWANI4
- Amplifier 1 x 80 - NCSA180Z-U-US
- 2000VA Rackmount UPS
- In-ceiling Speakers
- Roboshot 30e onelink bridge - 999-99630-200V

C. Regulatory Requirements

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1. Conform to all applicable Federal, State and municipal codes.
 2. Conform to all electrical codes.
 3. Provide site labor compatible with on-site trade's people.
 4. Adhere to the following standards and practices in every aspect of the project:
 - UL-Underwriters Laboratories
 - NEC-National Electric Code
 - State and Local Building Codes for location of project
 - FCC-Federal Communications Commission
 - AES-Audio Engineering Society
 - BICSI- Building Industry Consulting Services International
 - ANSI-American National Standards Institute
 - IEEE/ANSI –Recommended Practices for grounding AES-Audio Engineering Society
 5. The successful bidder shall perform all work in compliance with OSHA statutes and regulations.
 6. The AVC will abide by all rules set for by the GC and work in conjunction with the project construction schedule.

III. INSTALLATION

A. General:

Installation shall include all rack fabrication and assemblies, testing, troubleshooting, delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required. Interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly required herein, which is necessary to result in completely operational systems.

1. Provide labor compatible with on-site trade's people.
2. Keep all parties informed on the schedule of the project.

B. Physical Installation:

1. All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.
2. All boxes, equipment, etc. shall be secured plumb and square.
3. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.
4. All structural support and hardware to support loads plus a safety factor of five.

C. Cable Installation

1. All field cable is to be plenum rated and acceptable to local jurisdiction.
2. All cables, regardless of length, shall be marked with printed (no write-on labels will be accepted) wrap-around numbers at both ends. There shall be no unmarked cables at any place in the system.
3. There shall be no inline splices in any cable; all cables are to have service loop.
4. All cables (except video cables, which must be cut to an identical length) shall be cut to

the length dictated by the run. No cable shall be installed with a bend radius less than that recommended by the cable manufacturer.

5. All system components and related wiring shall be located with due regard for the minimization of induced electromagnetic and electrostatic noise, for the minimization of wiring length, for proper ventilation, and to provide reasonable safety and convenience for the operator.

D. Connection Plate Receptacles

Unless otherwise detailed herein, the following types of panel receptacles shall be used on all connection boxes, panels, plates, and wire ways:

1. Audio (-10 dBm unbalanced Isolated solder RCA pin type)
2. Audio (microphone or balanced line Audio +4 level - XLR type)
3. Audio (loudspeaker level) – Speak-on connector. Jack shall be insulated from panel type.
4. Video – HDMI female connector. (2.0 or better)
5. RF video - F type connector insulated from panel type

E. Performance Standards

Unless restricted by the published specifications of a particular piece of equipment, or unless otherwise required under the Detailed Specifications, the following performance standards shall be met by each system:

1. Audio:

S/N (including crosstalk and hum)	- 65 dBm minimum
Total Harmonic Distortion	- 1% maximum from 30Hz to 15,000 Hz
Frequency Response Hum and noise level	- within plus or minus 3.0dB, 30Hz to 15,000 Hz - at least 70dB below power amplifier output from 20-20khz

2. Composite Video (signal):

S/N (peak to RMS)	- Less than or equal to 50dB unweighted DC to 70MHz
Crosstalk, unweighted DC to 4.2mHz	- 45dB minimum
Frequency Response	- Within plus or minus 0.5dB to 3.58MHz for NTSC
Line and Field Tilt	- 2% maximum
Differential Gain	- 2% maximum
Differential Phase Signal	- 3 degrees maximum - 1 into 75ohm terminate

F. System Acceptance Tests

System Acceptance Tests will not be performed until the AV Contractor's System Checkout has been completed. Navajo County IT Department representatives will supervise the System Acceptance Tests and prepare a final punch list, as needed, for items to be addressed by the AV Contractor prior to final payment. They will consist of the following:

1. Contractor System Checkout:

The following procedure shall be observed in the testing procedure for the contractor. A report on all the **findings shall be delivered prior to the consultant's check out.**

- a) A physical inventory will be taken of all equipment on-site and will be compared to equipment lists in the contract documents.
- b) The AV Contractor shall coordinate this period with the Navajo County IT Department and their representatives so that the room is available for testing. Navajo County IT Dept. shall provide for free access to all areas, lighting, and electrical power, as needed.
If this testing involves working other than normal hours, it will be accomplished without claim for extra payment.
- c) The AV Contractor is responsible for ensuring that the area in which his work has been performed is completed according to his contract and is in a clean and orderly condition ready for acceptance.
- d) The AV Contractor shall be prepared to verify the performance of any portions of the system by demonstration.
- e) The AV Contractor shall make additional mechanical and electrical adjustments within the scope of the work.
- f) In the event further adjustment is required, or defective equipment must be repaired or replaced, tests may be suspended.
- g) The AV Contractor's personnel performing these tests are to be thoroughly familiar with all details of the system.
- h) Frequency response shall be uniform for voice and program systems throughout the audience area. No more than +/- 3 dB of variance using pink noise measured at 1/3-octave bands.
- i) The audio system shall be able to deliver 90 dB of program level with an additional 10 dB SPL peaking headroom with no more than 3%THD, this shall be coupled with maximum articulation loss of 12%.
- j) Perform phase check of the loudspeakers by connecting a DC source at one end and a voltmeter at the other.

G. Display and Control Systems

1. Display Systems:

All displays shall meet the manufactures published specifications for the following: brightness, contrast, focus, etc.

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- a) Display devices shall be installed and adjusted so that images are free from keystone and barrel distortion using the crosshatch, checker box, H pattern and SMPTE bars (can be SMPTE RP 133)
 - b) Display devices shall have correct color balance, for the range of black to peak white.
 - c) The display device shall perform as specified to all vertical and horizontal frequencies within their specified range.

2. Control Systems:

It is the intent that the control system is laid out in an easy to use manor; the pages should follow a logical button configuration as described in the AV system flow diagrams provided.

- a) A button-by-button system check shall be accomplished with proper operation actuated, and discrepancies noted.
- b) The ability for Ethernet-based monitoring and control shall be provided.

IV. SYSTEM DOCUMENTATION AND MAINTENANCE

A. System User Manuals:

The AV Contractor will supply Instructional guide containing user instructions describing the system operation.

B. Training

Upon completion of the system, the AV Contractor will provide on-site, complete, and thorough training, totaling a minimum of 1 hour included in the project scope. The training session will be held upon the usability of the room. Additional training or retraining of new personnel can be performed at additional cost.

In order to familiarize Navajo County personnel with installation, equipment, and maintenance, the Navajo County IT Team may assign personnel to observe the AV Contractor's work during installation, provided this can be done without delaying the work.

C. Warranties:

All equipment will carry the manufacturers' warranties, which will be handled by the AV Contractor on-site during the first year of operation. In addition, the AV Contractor will guarantee the entire system as assembled for one year from date of acceptance. During that time, equipment or system problems will be repaired or replaced at no cost to Navajo County. On-site response time will be within 2 business days from notification based on room available scheduling. The AV Contractor will maintain a telephone "hotline" with qualified personnel for assistance in troubleshooting prior to sending out an on-site technician.

V. INSTRUCTIONS TO OFFERORS

- A. **PROPOSAL FORMAT: Original and 4 copies (5 total) of each** 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 sections of the submittal should be clearly identifiable and shall include all items identified on the Proposal Checklist.** 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 be reason for a proposal to be deemed non-responsive and not considered.

B. PREPARATION OF PROPOSALS:

1. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
2. The **offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.** Proposal will be deemed non-responsive and rejected if offer page is not signed.
3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
4. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
5. Periods of time, stated as a number of days, shall be in calendar days.
6. It is the responsibility of all Offerors to examine the entire Request for Proposals 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 proposal confers no right of withdrawal after due time and date.

C. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit their Proposal to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page. The Offeror's proposal shall be presented in a sealed envelope. The **words "SEALED PROPOSAL" with SERVICE DESCRIPTION, RFP NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.**

D. OFFER AND ACCEPTANCE PERIOD: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for ninety (90) days. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.

E. INQUIRIES Any request for explanation of the meaning or interpretations of the contract shall be submitted no later than **12:00 p.m. M.S.T., Thursday, October 22, 2020** to allow a reply to reach all bidders before submission of their Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be furnished to all prospective bidders by end of day on **Friday, October 23, 2020**. Written request(s) shall be directed to the contact identified in the "Request for Proposal Notice."

F. 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.

G. SHORTLIST: The County reserves the right to shortlist the offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.

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- H. INTERVIEWS: The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- I. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposals, the County reserves the right to:
1. Waive any immaterial defect or informality; or
 2. May make multiple awards
 3. Reject any or all proposals, or portions thereof; or
 4. Reissue the Request for Proposals.

A response to any Request for Proposals is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposals. Proposals do not become contracts unless and until they are executed by the County's Procurement Manager. 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 Request for Proposals, unless any of the terms and conditions are modified by a Request for Proposals amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- J. AGREEMENT ASSIGNABILITY: Without the prior written consent of the County, the Agreement is not assignable by Vendor either in whole or in part.
- K. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, 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 Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. 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, for lack of such familiarization.
- L. LATE PROPOSALS: Late proposals shall not be considered.
- M. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.
- N. AMENDMENT OF REQUEST FOR PROPOSALS: : Amendments may be obtained during regular business hours by contacting the contact listed in the Request for Proposal Notice or may check the County website at: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>. It is the Vendor'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 acknowledge receipt of amendments with the proposal response may be grounds for deeming submittal non-responsive.
- O. CONFIDENTIAL INFORMATION: If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, then

the Procurement Manager 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.

- P. SUBCONTRACTORS: Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
- Q. MULTIPLE AWARDS: To provide adequate contract coverage, multiple awards may be made.
- R. UNIT PRICE PREVAILS: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- S. TAXES: Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- T. DISQUALIFICATION: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- U. 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.
- V. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposals is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposals, 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 Request for Proposals cannot be modified without the express written approval of the Manager 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 Director or his/her designee, the contract provisions contained in the County's Request for Proposals shall prevail.
- W. PROPOSAL RESULTS: Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and available for review after contract award.
- X. PAYMENT: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

VI. PROPOSAL EVALUATION REQUIREMENTS

The following proposal evaluation criteria shall be used when evaluating contractor responses. Criteria are listed in order of importance.

- A. Describe in detail the firm's product(s) including all features, functions and services. All requirements listed in **Section II and III** above should be addressed. **(30 Points)**.

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- B. Describe the firm's maintenance, warranties, and support services (**Section IV above**) (**10 Points**):
- C. Describe the firm's Customer Support system (**10 Points**).
- D. Provide a list of (3) three references of Organizations utilizing the software (**10 Points**).
- E. Price Proposal (**40 Points**).

VII. SPECIAL TERMS AND CONDITIONS

A. INSURANCE

The Vendor Agrees to:

At Vendor's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. Rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for vendor and sub-vendors who will be working on Navajo County property. The Vendor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Vendor shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- Commercial General Liability. **VENDOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 - The policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

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- The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **VENDOR'S** operations and products.
 - Automobile Liability. **VENDOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
 - Workers' Compensation. **VENDOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **VENDOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
 - **VENDOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **VENDOR** pursuant to this agreement.
 - In case any work is subcontracted, **VENDOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **VENDOR**.
 - Certificates of Insurance.
 - Prior to commencing work or services under this Contract, Vendor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours' notice. **BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**
 - In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **VENDOR'S** work or services and as evidenced by annual Certificates of Insurance.
 - If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.
 - Cancellation and Expiration Notice.

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- Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
- B. **CONTRACT TERM:** The contract term is one (1) year with the option to renew four (4) additional one-year terms upon mutual agreement from both parties. A contract extension shall be executed within thirty (30) days of original contract term.
- C. **KEY PERSONNEL:** Vendor shall provide list of any other key personnel and their function providing services under this contract.
- D. **ELIGIBILITY FOR COOPERATIVE PURCHASING:** The Offeror shall indicate on the **ELIGIBILITY FOR COOPERATIVE PURCHASING** page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.
- E. **TAX:** No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in proposal price.
- F. **DELIVERY:** It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.
- G. **HB 2151 – IRAN INVESTMENTS A.R.S § 35-393:** Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Iran.
- H. **HB 2151 – SUDAN INVESTMENTS AND BUSINESS OPERATIONS A.R.S § 35-391:** Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Sudan.
- I. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT:**
1. The Vendor 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 vendor 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 vendors and subcontractors shall be deemed a material breach of the contract and the Vendor 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 vendor or subcontractors is complying with the warranty under paragraph a.

J. **PAYMENT AND PERFORMANCE BONDS:** For any Contract exceeding Fifty Thousand Dollars (\$50,000.00), the Contractor shall submit to Navajo County, at the same time as execution of the Contract, the following fully signed and notarized bonds, in a form acceptable to the County, which shall become binding upon the approval of the Contract by the Board of Supervisors pursuant to ARS §34-608 and ARS §41-2574:

1. Performance Bond in a form acceptable to Navajo County and in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of Navajo County.
2. A Payment Bond in a form acceptable to Navajo County and in amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the Work provided for in such Contract.

Such Bonds shall be conditioned upon the faithful performance of the Contract and the payment of all labor, materials and supplies furnished therefore and the payment of all workman's compensation, occupational disease and unemployment compensation premiums.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorney's fees as may be fixed by a judge of the court and all other provisions required by ARS § 34-222.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be payable and acceptable to Navajo County. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. In addition, said company or companies shall be rated B++6 or better as required by Navajo County, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

K. **CONTRACT TYPE:**

1. Fixed price term.
2. Pricing:
 - a. The method of compensation governing the contract shall be fixed rate.
 - b. Contractor(s) to indicate pricing as a separate cost item on the pricing page.

L. **TERM OF CONTRACT:**

1. **Initial Term:** The term of any resultant contract shall commence on the date the offer was accepted by the Board of Supervisors and shall continue for a period of one year thereafter,

unless terminated, canceled or extended as otherwise provided herein as provided for in A.R.S. 31 § 121.

2. **Contract Extension:** Contractor agrees that Navajo County shall have the right, at its sole option, to renew the contract for four (4) additional one-year extension periods or portions thereof.
3. **Modifications to Contract:** 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.

M. RATE ADJUSTMENTS:

1. The County will review fully documented requests for rate adjustment after services have been provided for a one (1) year period. Indices to be used to support rate adjustment requests shall include U.S. Department of Labor, Bureau of Labor Statistics Indices entitled: CPI for All Urban Consumers and PPI Finished Goods – Food (unadjusted). Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and **must be fully justified in writing**.
2. The County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract extension or renewal and shall remain in effect during the extension or renewal.

VIII. STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature in the offer section of the Offer and Acceptance page, 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 applicant 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 Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

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

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

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

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

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

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. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
5. INDEPENDENT VENDOR: 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.

Vendor 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.

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

6. AFFIRMATIVE ACTION: Vendor agrees to abide by the applicable provisions of the County. Vendor, your subcontractor(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 and who agree and are responsive to the County's goals.
7. 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.

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8. PATENT INFRINGEMENT: The procuring agency should advise the Vendor of any impending patent suit and provide all information available. The Vendor 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 Vendor 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.
 9. AMERICANS WITH DISABILITIES ACT: The Vendor 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.
 10. CONFIDENTIALITY OF RECORDS: The Vendor 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. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
 11. GRATUITIES: The County may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, 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 Vendor the amount of the gratuity.
 12. APPLICABLE LAW: This contract shall be governed by, and the County and Vendor 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 Request for Proposals issued by the County and the offer submitted by the Vendor in response to the Request for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Vendor 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 Navajo County Procurement Code.

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15. CONTRACT AMENDMENTS: This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Vendor.
 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 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 valid provision or application.
 18. PROTECTION OF GOVERNMENT BUILDINGS: The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Vendor fails to do so and damages such buildings, equipment and vegetation, the Vendor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor 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 Vendor without prior written permission of the County, and no delegation of any duty of Vendor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
 21. SUBCONTRACTS: No subcontract shall be entered into by the Vendor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. 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 Vendor referred to herein. The Vendor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
 22. RIGHTS AND REMEDIES: No provision in this document or in the Vendor'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 Manager. A protest of a Request for Proposals shall be received at the Procurement Office before the Request for Proposals 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 Request for Proposals 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**: Vendor 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 Vendor 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 permitted by law, Vendor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Vendor's work or services. Vendor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
26. **OVERCHARGES BY ANTITRUST VIOLATIONS**: The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
27. **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.
28. **ADVERTISING**: Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.

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29. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Vendor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
30. **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 an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, 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.
31. **INSPECTION:** 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 Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Noncompliance shall conform to the cancellation clause set forth in this document.
32. **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 Vendor or any other person except with prior written permission by the County.
33. **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.
34. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
35. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Vendor 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.
36. **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 Vendor until payment in full is made by

the County. Upon request of the County, the Vendor shall provide a formal release of all liens.

37. **COMMISSION COLLECTION:** Commissions shall be paid monthly, and such payment shall arrive no later than forty-five (45) days following the calendar month for which commissions are being paid. Failure to pay accurate commissions on a regular basis shall be grounds for contract termination.
38. **LICENSES:** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract.
39. **COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
40. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
41. **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 vendor 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 Manager is received by the parties to this contract, unless the notice specifies a later time.
42. **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 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.

For purposes of this contract and Scope of Work, the following definitions shall apply:

Bidder: A qualified firm submitting the bid.

County or Owner: Navajo County, Arizona

Contract: The legal agreement executed between Navajo County, Arizona and the Vendor/Contractor.

Contract Representative: The County employee or employees who have specifically been designated to act as a contact person or persons to the Vendor, and responsible for monitoring and overseeing the Vendor's performance under this contract.

Procurement Manager: The contracting agent for Navajo County.

Vendor/Contractor: The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Navajo County.

The term **“NIC”** or **“by others”** shall refer to material and work which is not in the AV Contract and for which the AV Vendor is not responsible except for coordination or as otherwise detailed.

The term **“CFE”** or **“OFE”** shall refer to **“Client Furnished Equipment”**, which will be provided by the owner to the AV Contractor. The AV Contractor shall be responsible for coordinating, installing and integrating this equipment as detailed.

43. 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.

44. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, 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 Contractor shall leave the work and premises in clean, neat and workmanlike condition.

PROPOSAL CHECKLIST

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

Original and four (4) copies Total of 5 Proposals (P 9) _____

Response to Proposal Evaluation Requirements (P 12 - 13) _____

Proposal Checklist (P 25) _____

Certification Regarding Debarment, Suspension
And Other Responsibility Matters (P 26 - 27) _____

Eligibility for Cooperative Purchasing (P 28) _____

Price Page (P 29) _____

Offer Form (P 30) _____

References (P 31) _____

W-9 (Please attach a copy of your firms W-9) _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2020

Authorized Signature of Firm

Printed Name/Title

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1)** The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2)** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

ELIGIBILITY FOR COOPERATIVE PURCHASING

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

_____ YES – Eligible for cooperative purchasing

_____ NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all proposal documents shall be completed and/or executed and submitted with the proposal. If Vendor fails to complete and/or execute any portion of the proposal documents, this proposal will be determined to be “nonresponsive” and rejected.

PRICE PAGE

TAXES:

Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.

Identification of Taxes in Offer: Navajo County is subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.

Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

PRICING: Offeror shall attach a Price Proposal which includes all labor, equipment and services required for performing all work / services identified in this proposal.

OFFER FORM

TO NAVAJO COUNTY:

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

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in RFP# B20-09-017 including all terms, conditions, specifications, amendments, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a written notice to proceed or Purchase Order.

Awarded this ____ **day of** _____ **20** ____

AUTHORIZED SIGNATURE

VENDOR REFERENCES

FIRM SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____