COUNTY OF MOHAVE

REQUEST FOR QUALIFICATION

2026-048-RFQ

ENGINEERING SERVICE: FRONT STREET - VIRGIN ACRES COUNTY IMPROVEMENT DISTRICT OF MOHAVE COUNTY, ARIZONA

Due Date: Tuesday, June 2, 2026

Mohave County Procurement Department

700 W. Beale St.

Kingman, AZ 86402-7000

Procurement Portal:
https://secure.procurenow.com/portal/mohavecounty

Public Portal:
https://secure.procurenow.com/portal/mohavecounty/projects/258325

Issue Date: May 6, 2026

1. NOTICE OF REQUEST FOR QUALIFICATIONS

1.1. Pre-Submittal Web Conference Instructions

Microsoft Teams meeting
Join:

https://teams.microsoft.com/meet/285195860950172?p=kI8lPxTZrsWMQaizMV
Meeting ID: 285 195 860 950 172

Passcode: 2BN9nk6y

Need help? | System reference

Dial in by phone
+1 623-473-7231,,891197741# United States, Phoenix
Find a local number
Phone conference ID: 891 197 741#
For organizers: Meeting options | Reset dial-in PIN

1.2. Request for Qualifications Information

Mohave County Request for Qualifications No. 2026-048-RFQ

Project Title: Engineering Service: Front Street - Virgin Acres County Improvement District of Mohave County, Arizona

Submittal Due Date: Tuesday, June 2, 2026 at 2:00 pm (Local Arizona Time)

Pre-SubmittalConference Date: Thursday, May 14, 2026

Pre-Submittal Conference Time: 12:30 pm (Local Arizona Time)

Pre-Submittal Conference Location: via Microsoft Teams Meeting See Notice of Request for Qualifications for Link to Join

Questions must be directed to: Dusty Lewis, (928) 753-0752, lewisd@mohave.gov

Publication Dates: 5/8/2026 and 5/15/2026, **Issue Date:** Wednesday, May 6, 2026

Competitive sealed submittals for the material or service specified in this solicitation must be submitted through the County's online bidding system. No late submittals will be accepted. Reponses submitted by mail, facsimile, or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc..

Questions about this solicitation must be addressed to the responsible Procurement Officer listed above.

2. INTRODUCTION

2.1. PURPOSE

The Mohave County Board of Supervisors, in the capacity of the Virgin Acres County Improvement District (the "**District**") of Mohave County, Arizona Board of Directors, is requesting qualifications and inviting proposals from qualified Engineering Firms ("Consultant") for the project "Engineering Service: Front Street - Virgin Acres County Improvement District of Mohave County, Arizona, to serve as District Engineer and provide professional services required to construct improvements within the District. The District has already been formed and petition to incur expense approved by the Board of Supervisors.

2.2. OBJECTIVE

It is the District's intent to contract with an Engineering Firm which will serve as District Engineer provide complete professional services necessary to research, assess, plan, locate, design and administer the construction and improvement district activities necessary to construct roadway improvements on Front St from N. Alamo Ave to N. Virgin Acres Blvd within the District boundaries in the Beaver Dam, Littlefield area in northern Arizona area.

It is the District's expectation for the Engineering Firm to retain and contract with District bond council and financial consultant for purposes of the District Engineer administrating demand for payment and, as necessary, issuance of improvement bonds for all expenses related to design, construction, and administration of the Work.

A general outline of the proposed improvement (the "Work") is to complete survey, drainage report, and engineering plans, specifications, bid quantities and estimate for construction of a two-lane non-curb that meets Mohave County Standard Specifications and Details, Mohave County Drainage Design Manual, and Mohave County Standard Detail Section No. 60 (local classified road) requirements. The road structure may consist, but is not limited to, stabilized aggregate base course or asphalt millings capped with double chip seal surface treatment to establish hard surface condition function. The Work will encompass approximately 2,350 feet that includes outstanding 326 feet of right-of-way required from the private property owner for APN 402-30-033. This additional right-of-way of approximately .38 acres needs to be obtained from a large acreage property owner through a grant or eminent domain. If the District Engineer obtains property owner consent to grant required right-of-way, then Mohave County will prepare the granting documents. Alternatively, District Engineer will complete all requisite processes and documents for eminent domain proceedings subject to Mohave County Board of Supervisors approvals. Upon Mohave County approval for construction and approval of construction will be considered by the Mohave County Board of Supervisors for acceptance as surface treated roads into the Mohave County Road System for Regular County Roadway Maintenance.

The Work pertains to the following roads:

ROAD :

E. FRONT ST

FROM :

WEST BNDY SECTION 32

TO:

N. VIRGIN ACRES BLVD

2.3. COUNTY PROJECT MANAGER

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

2.4. SELECTION PROCESS

A. Selection will follow a "one-step" process as described below:

1. **Submittal of SOQ's:** Offerors must submit a Statement of Qualifications for evaluation per the criteria established in this RFQ.
2. **Evaluation of SOQ's:** The County will evaluate the Statements of Qualifications and initiate contract negotiations with the top-ranked Offeror to develop contract rates.
    a. **Interviews:** The County does not intend to hold interviews with Offerors.
3. **Negotiations:** If negotiations are unsuccessful, the County will formally terminate negotiations with the top-ranked firm and begin negotiations with the next highest-ranked Offeror.

3. SCOPE OF SERVICES

3.1. DETAILED DESIGN PHASE

Provide all necessary services required to successfully award the work to include, complying with County insurance requirements, performing and evaluating all site work, material testing and surveying required for the design of the project, preparing construction plans, specifications and contract documents, preparing detailed cost estimates, coordinating with utilities, supplying bid packages, preparing and issuing any necessary addendums, evaluating and tabulating bids received , and reporting and providing recommendations to the board of directors.

Mohave Couty Public Works, through its Engineering Division, will serve as review authority for all technical engineering submittals and will issue Approval for Construction and Approval of Construction. In light of the modest Project scope, the County may accept 30% and 100% plans and specifications submittals toward design approval.

3.2. CONSTRUCTION PHASE

Provide all necessary services required to construct the road improvement to include attending preconstruction and construction meetings and conferences, providing project management, preparing and presenting progress reporting, evaluating and making recommendations for pay requests, approving shop drawings, drafting any required change orders, providing daily and final inspections and recommendations for acceptance of the work preparing reproducible as built drawings and issuing engineer certificate of completion.

3.3. ADMINISTRATION PHASE

Provide all necessary services required to successfully administer the Improvement District and construction of improvements to include preparing monthly progress reports for each phase of the Work, attending public hearings, obtaining and coordinating with the District bond council and financial consultant, preparing assessment diagrams, calculating assessments, preparing recapitulation of final assessments and warrants together with property descriptions, posting the required notices, preparing call for bids notice of award, and notice to proceed, and assisting in the administration of the Improvement District to include reviewing or preparing of all documents required by Arizona Revised Statutes. Administrating demand for payment and issuance of improvement bonds for all expenses.

The purpose of this listing is to provide the Engineering Firm with a general background of responsibilities and a fill for some important issues which Mohave County deems necessary for the successful completion of this project. This list is not meant to limit, in any way, the actual scope of the project. The engineering firm is invited and encouraged to provide a complete scope of projected services to be included in this project proposal.

3.4. PAYMENT FOR SERVICES

Improvement district projects are governed by Arizona Revised Statutes, Title 48, Chapter 6. The selected District Engineer shall be compensated for design and related services performed upon the

collection of funds through the cash demand period or via bond proceeds. The cash demand period follows the District Board of Directors' consideration and action on construction contract award.

3.5. COMPENSATION

A. In consideration of the performance of the services described in the Scope of Services, the County shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the County only in accordance with those same rates.

B. The County will pay the Consultant following the submission of itemized invoice(s). The invoice shall be submitted monthly based upon work completed and direct costs incurred.

C. Upon completion of the project to the satisfaction of the County and acceptance of the work, final payment shall be made.

D. Direct expenses shall be paid at cost to Consultant and shall include no markup.

E. Contractors shall not be reimbursed for normal business use mileage within Mohave County. Work requiring travel outside of Mohave County shall include reimbursement for travel and per diem expenses paid per current Mohave County allowances.

F. Vehicle usage, lodging, and per diem expenses for out-of-County employees must be identified and approved in the Consultant's cost proposal or through a written amendment to the Contract. Regarding meal ticket reimbursements, the County requires that an itemized invoice(s) be submitted. A copy of the credit card charge ticket does not qualify.

G. Regarding mileage reimbursement for vendor owned vehicles, the County will pay the current mileage reimbursement rate set by IRS. Regarding reimbursement for commercially rented vehicles, the County will pay a maximum rate for a STANDARD COMPACT AUTOMOBILE PLUS TAXES and FUEL ONLY prorated to the time the vehicle was used on Mohave County projects. Consultant must list mileage per trip with the submitted invoice.

H. Consultant shall consider normal computer usage for daily activities as a part of overhead. Computer time for complex graphics, computer dedicated to field activities, or computer time for numerical modeling as needed for a specific task must be identified and approved in the Consultant's cost proposal.

3.6. PRINCIPAL CONSULTANT'S RESPONSIBILITY

A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a resultant construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the County shall consider the extent to which the Consultant may be reasonably liable.

B. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to

the County caused by the Consultant's negligent performance of any of the services furnished under this Contract.

C. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

D. The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

E. Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

F. The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the County.

G. By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

4. INSTRUCTION TO OFFERORS

4.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:
County: The County of Mohave, a subdivision of the State of Arizona.

Contract: The legal agreement(s) executed between County and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submittal submitted by Offeror as finally negotiated and accepted by the County.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the County.

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

Procurement Director: The contracting authority for the County authorized to sign contracts and addenda thereto on behalf of the County.

May: Indicates something that is not mandatory but permissible.

Offeror: Each individual or entity that submits a submittal in response to this solicitation.

Will: The indicated party is promising to take the action or abide by the condition.

Must or Shall: The action or condition is required.

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.

Solicitation: A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.

Submittal: An offer, bid, proposal, statement of qualifications, quote, or other information submitted in response to a solicitation.

4.2. INQUIRIES

Any questions about this solicitation or the proposed Contract must be submitted to the Procurement Officer by the Question Submission Deadline in writing, via email, or through the online bidding system or presented at the Pre-Submittal Meeting, if there is one (see above). The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Procurement Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation Addendum. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Procurement Officer or posted as a formal solicitation Addendum will be binding.

4.3. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the County's position.

4.4. ADDENDA TO REQUEST FOR QUALIFICATIONS

Solicitation Addenda will be posted on the County's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Procurement Department at https://procurement.opengov.com/portal/mohavecounty website and follow Mohave County will receive email notifications of solicitation addenda.

4.5. UNDERSTANDING SCOPE OF SERVICES

Before submitting a response to this solicitation, Offeror must familiarize itself with the Scope of Services, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

4.6. PREPARATION OF SUBMITTAL

A. Form and Organization. Offeror's Submittal must be on the forms provided in this solicitation (as applicable). Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Submittal Contents. Offeror's submittal must contain a response to all sections of the solicitation and forms must be completed and any requested supporting documentation attached.

C. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page and all Addenda. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

D. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

E. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

F. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline or Proposal Due Date.

G. Cost of Preparation. The County will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

H. Subcontractors. Offeror must, in their submittal, list any subcontractors/subconsultants that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

I. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal, including outright rejection.

4.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date County's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the County shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

4.8. TAXES

The County is not tax exempt from Transaction Privilege Tax - sales tax.

4.9. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the County. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

4.10. CONFIDENTIAL INFORMATION

The County is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its SoQ, proposal, bid, offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the County receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the County, after award notification, receives a public-records request to which a Consultant record marked "CONFIDENTIAL" is responsive, County will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to County an order from a court of competent jurisdiction prohibiting the County from releasing the records, the County may release the records without any liability to Offeror.

4.11. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

By submitting a response, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror 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, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No member of the Mohave County Board of Supervisors, Mohave County elected official, or any employee of the County involved in this solicitation process has any financial interest in Offeror's firm.

The County may disqualify Offeror from further participation in the solicitation process if the County determines that Offeror has an actual or apparent conflict of interest or has engaged in any collusion or anti-competitive practices.

4.12. WHEN AND HOW TO SUBMIT OFFER

A. In order to be considered, Offers must:

1. Be fully submitted successfully no later than the Submittal Due Date and Time, electronically through the County's online bidding system at https://procurement.opengov.com/portal/mohavecounty.

   a. NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE COUNTY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

2. Be legible, printable on standard 8.5" x 11" paper.

3. Be on the forms and in the format required in this solicitation, including all information requested in the solicitation document, the questions in the Vendor Questionnaire section, and the signed Offer and Acceptance Form.

4. Be organized, concise, and related to the solicitation.

4.13. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the Submittal Due Date and Time.

4.14. WITHDRAWAL OF SUBMITTAL; BINDING OFFER

By submitting a response to this solicitation, Offeror is offering to enter into the Contract with the County. Offeror may withdraw a submitted response at any time prior to the Submittal Due Date and Time. Submittals can be withdrawn by clicking "unsubmit proposal" in the online bidding system or with written notice to the Procurement Officer.

4.15. DISCUSSIONS/CLARIFICATIONS

The County may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

4.16. VENDOR REGISTRATION

In order to be eligible for award of a Contract, Offeror must register as a vendor with the County. Registration can be completed at https://procurement.opengov.com/portal/mohavecounty by clicking on Vendors, Registration for Purchase Orders and Registration for Notification of Solicitations. Please note that email notifications of newly published solicitations and addenda will be provided to those vendors that select email as their preferred delivery method in their vendor record.

4.17. UPON NOTICE OF AWARD

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Award, all documents necessary to the successful execution of the Contract, such as insurance or performance and payment bonds, if required.

4.18. AWARD OF CONTRACT

A. Unless otherwise provided within the solicitation, the County reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the County. The County may make positional awards; if positional awards are made, post award modifications to award position may be considered based upon price increases during the term of the contract.

B. Notwithstanding any other provision of the Request for Qualifications, the County reserves the right to:

   1. waive any immaterial defect or informality; or
   2. reject any or all offers, or portions thereof; or
   3. reissue a Request for Qualifications.

C. A response to the Request for Qualifications is an offer to contract with the County based upon the terms, conditions, and Specifications contained in the County's Request for Qualifications . Submittals do not become Contracts unless and until they are executed by the County's Board of Supervisors or Procurement Director. A Contract has its inception in the award, eliminating a formal signing of a separate Contract. All of the terms and conditions of the Contract are contained in the Request for Qualifications, unless any of the terms and conditions are modified by a solicitation Addenda, a Contract Addenda, or by mutually agreed terms and conditions in the Contract documents.

4.19. RFQ RESULTS

The name(s) of the successful Offeror(s) will be posted on the Procurement Department's Internet site at https://procurement.opengov.com/portal/mohavecounty upon issuance of a Notice of Award or upon final contract execution.

4.20. PROTESTS

A protest shall be in writing and shall be filed with the Procurement Officer, in accordance with the Mohave County Procurement Code, Art. IX, Sec 2. A protest of a solicitation shall be received at the Department of Procurement not less than five (5) working days before the solicitation due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the solicitation 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.

4.21. EVALUATION OF SUBMITTALS

Evaluation of each submittal received under this Request for Qualifications shall be based upon scoring criteria weighted by points according to their importance.

4.22. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any solicitation is an offer to contract with the County based upon the contract provisions contained in the County's solicitation, 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 solicitation cannot be modified without the express written approval of the Procurement Director or their designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's solicitation shall prevail.

5. EVALUATION OF QUALIFICATIONS

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Qualifications and Experience of Team** Offeror must provide information demonstrating their qualifications and experience related to the scope of services. Provide the following: A. Describe the qualifications and experience of proposed staff who would be assigned to perform services under this contract, including applicable licenses, and certifications. B. Prepare an organizational chart identifying the roles of the key staff that will be directly involved in the project. C. List any subcontractors/subconsultants to be used on the project and their role in the project.	Points Based	40 *(40% of Total)*
2.	**Qualifications of Firm** Offeror must provide information describing their approach to accomplishing the Scope of Services. Provide the following: A. Provide a description of the firm including size and years in business. B. Describe the firm's management and organization capabilities. C. Describe the internal quality and cost control measures or procedures. D. Provide a minimum of three references who can speak to Offeror's qualification and experience. References may be asked to provide responses to a questionnaire.	Points Based	35 *(35% of Total)*

3.	**Available Resources to Complete Project** A. Indicate the availability of the resources available to perform the work described in the Scope of Services. B. Describe the firm's current workload and its ability to complete these services in a timely manner. C. Identify the firm's record for project completion with other recent clients, including the County.	Points Based	25 *(25% of Total)*

6. SPECIAL TERMS AND CONDITIONS

6.1. ADVICE AND CONSULTATION

The Consultant shall be available to the County for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.

6.2. DESIGNER'S CONFLICT OF INTEREST

Consultant and any sub-consultants who develop designs or specifications for this project will be precluded from later contract award for any solicitation utilizing those designs or specifications.

6.3. INSPECTION OF PREMISES

Offerors are encouraged to inspect the premises prior to submitting a response in order to be fully aware of the scope of services required. Failure to do so will in no way relieve the successful Offeror from performing in accordance with the conditions of this solicitation. Arrangements for on-site inspection of premises can be made with Dusty Lewis at (928) 753-0752.

6.4. KEY PERSONNEL

It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Consultant must agree to assign specific individuals to the key positions.

The Consultant agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the County.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.

6.5. OWNERSHIP OF WORK

The originals of all documents provided by the Consultant to the County for review and all work product of the Consultant including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of the County, and are to be delivered to the County before or as a part of completion of the performance under any phase of this contract for which compensation and/or payment is requested by the Consultant. Any work produced under this contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Consultant pursuant to this Agreement (collectively ‘Work Product’) shall belong to the County. To the extent applicable law provides that any Work Product belongs to the Consultant rather than the County notwithstanding the preceding sentence, the Consultant assigns to the County all rights, title, and interest in and to such Work Product for no

consideration other than that which is given in connection with this Agreement. The Consultant must promptly (1) provide the County with all information in the possession or under the control of the Consultant and relating to all Work Product and (2) at the request of the County, execute and deliver to the County each document and other writing, and take each other action, in order to assist the County in protecting its interest in any Work Product and otherwise enabling the County to use and enjoy any Work Product.

6.6. TIME RECORDS

The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The County shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the County to be incomplete or erroneous.

7. INSURANCE REQUIREMENTS

7.1. Insurance Requirements

A. Consultant and subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

B. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

C. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

D. Consultant must provide coverage with limits of liability not less than those stated below.

7.2. Commercial General Liability (Occurrence Form)

A. Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage with coverage limits no lower than:

1. General Aggregate: $2,000,000
2. Products - Completed Operations Aggregate: $2,000,000
3. Personal and Advertising Injury: $1,000,000
4. Each Occurrence: $1,000,000
5. The policy must be endorsed to include the following additional insured language: "The County of Mohave must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Consultant".

B. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the County of Mohave, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Consultant.

C. Commercial General Liability Additional Insured Endorsement must be as broad as CG 20 10 11 85.

D. Consultant's subcontractors will be subject to the same minimum requirements identified above. Consultant must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

7.3. Commercial Automobile Liability

A. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

B. Combined Single Limit (CSL) $1,000,000

C. The policy shall be endorsed to include the following additional insured language: "The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Provider, including automobiles owned, leased, hired or borrowed by the Provider".

D. Provider's subcontractors shall be subject to the same minimum requirements identified in this section.

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

F. This requirement may be waived if no vehicles will be used in performance of this Contract.

7.4. Worker's Compensation

A. Policy must have coverage limits no lower than:

1. Per Occurrence: Statutory
2. Employer's Liability:
    a. Each Accident: $1,000,000
    b. Disease - Each Employee: $1,000,000
    c. Disease - Policy Limit: $1,000,000

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

C. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

7.5. Professional Liability (Errors & Omissions)

A. Policy must have coverage limits no lower than:

1. Each Claim: $1,000,000
2. Annual Aggregate: $2,000,000

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

C. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section. If the estimated project construction cost is over $25,000,000, structural, civil, mechanical, plumbing, and electrical engineer subconsultants will carry Each Claim**:** $2,000,000.

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

7.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Consultant must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

7.7. Additional Insurance Requirements

A. The policies shall include, or be endorsed to include, the following provisions:

1. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the County as an additional insured with respect to liability arising out of the performance of this contract. The County must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's policies shall stipulate that the insurance afforded the Consultant shall be primary insurance and that any insurance carried by Mohave County, and its agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
4. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.
5. Mohave County, at its sole discretion, may increase or decrease the insurance limits and coverages outlined herein.

7.8. Policy Change Notice

Consultant will give the County 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

7.9. Acceptability of Insurers

Consultant's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. Mohave County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

7.10. Verification of Coverage

A. Prior to beginning of work or services, Consultant shall furnish Mohave County with Certificates of Insurance (ACORD form or equivalent approved by Mohave County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

B. All certificates and endorsements are to be received and approved by Mohave County before work commences. Each insurance policy required by this Contract must be in effect at or prior

to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

C. All certificates required by this Contract shall be sent directly to Mohave County. The Mohave County project/contract number and project description shall be noted on the Certificate of Insurance. Mohave County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

7.11. Subcontractors/Subconsultants

Consultant' certificate(s) shall include all subcontractors/subconsultants as insureds under its policies or Consultant shall furnish to Mohave County separate certificates and endorsements for each subcontractor/subconsultant. All coverages for subcontractors/subconsultants shall be subject to the minimum requirements identified above.

7.12. Exceptions

In the event the Consultant or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

7.13. Approval

Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with Mohave County. Such action will not require a formal Contract amendment, but may be made by administrative action.

8. STANDARD TERMS AND CONDITIONS

8.1. AMERICANS WITH DISABILITIES ACT

The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

8.2. APPLICABLE LAW

This Contract shall be governed, and the County and Consultant shall have all remedies afforded to each, by the Mohave County Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Federal or State Courts in the State of Arizona.

8.3. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the County to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Consultant must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

8.4. ASSIGNMENT

Consultant may not assign its rights or obligations under this Contract without the prior written permission of the County's Board of Supervisors or Procurement Director. The County will not unreasonably withhold approval for a requested assignment.

8.5. CHILD/SWEAT-FREE LABOR POLICY

The Consultant shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the County, are in compliance.

8.6. COMMENCEMENT OF WORK

Consultant will not commence any billable work or provide any material or service under this Contract until Consultant receives a purchase order or is otherwise directed to do so, in writing, by the County.

8.7. CONFIDENTIALITY OF RECORDS

Consultant will establish and maintain procedures to ensure that no information contained in its records or obtained from the County or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

8.8. CONFLICTS OF INTEREST

The County may terminate 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 contractor to, Consultant with respect to the subject matter of this Contract. Termination will be effective when written notice from the County's Procurement Director is received by Consultant , unless the notice specifies a later time.

8.9. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The Mohave County Board of Supervisors or the County's Procurement Director (or their designee) may, on behalf of the County (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency approved by the County's Contract Representative in writing, Consultant will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addenda or change order has first been approved and executed by the County.

8.10. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Consultant shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

8.11. DELIVERABLES PROPERTY OF COUNTY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the County and may not be used or released by Consultant except with the County’s prior written permission.

All deliverables supplied to the County under this Contract will be free of all liens and encumbrances.

8.12. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the solicitation and all Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submittal submitted by Consultant as finally negotiated and accepted by the County, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

8.13. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and

with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. County may inspect the records of any employee of Consultant or any subcontractor performing work on this Contract to monitor Consultant's and its subcontractors' compliance with this warranty.

8.14. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Consultant will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Consultant will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Consultant will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. The County and its authorized representatives may, with advance written notice to Consultant, during the term of this Contract or thereafter during the above retention period, inspect and audit Consultant's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Consultant will, at its expense, make such books and records available for such inspection and audit during normal business hours at Consultant's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The County may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

D. Result of Audit. If, as a result of such audit, Consultant is liable to the County for the payment of any sum, Consultant will pay such sum to the County together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by County, within 90 days after presentation of County's findings to Consultant . If the audit results in findings of fraud, misrepresentation, or non-performance, Consultant will pay the County's costs of conducting the audit. The County's audit rights will survive the expiration or termination of this Contract.

E. Subcontractors and Assigns. Consultant will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, goods or services under this Contract.

8.15. FORCE MAJEURE

Except for payment of sums due, neither party will 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 does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the

other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

8.16. GRATUITIES

The County may, by written notice to the Consultant, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of the County to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover or withhold from Consultant the amount of the gratuity.

8.17. INDEMNIFICATION

To the extent allowed by law, Consultant must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, Officers, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Consultant agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, Officers, and employees for losses arising from the work performed by the Consultant for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

8.18. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

8.19. INSPECTION AND ACCEPTANCE

All materials and services provided to the County under this Contract are subject to final inspection and acceptance by the County. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Consultant's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

8.20. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Consultant in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Consultant will, at its own expense, either procure for the County the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by County, Consultant will provide the County with satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes.

8.21. ISRAEL BOYCOTT DIVESTMENTS

If this Contract has a value of $100,000 or more, Consultant certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

8.22. LEGAL REMEDIES

All claims and controversies shall be subject to the Mohave County Procurement Code.

8.23. LICENSES

Consultant will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract. Consultant will, at the request of the County at any time during the term of this Contract, give the County a valid copy of its business license or, if it is exempt, a written determination from the County Business License Section that a business license is not required.

8.24. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any claim, default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

8.25. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the County, which may obtain like goods or services from other sources.

8.26. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Consultant hereby assigns to the County any and all claims that Consultant has for overcharges by any subcontractor or supplier of goods or services used by Consultant to fulfill this Contract that relate to antitrust violations.

8.27. PAYMENT

A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the County is permitted to make payments to Consultant using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. **Invoices.** Unless County pays by credit card at time of order or point of sale, Consultant will issue to the County a separate invoice for each shipment of materials or provision of services under this Contract, and County will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. **Timing of Payments.** The County will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. **Payment Discounts.** Any early- or timely-payment discounts included in Consultants' submittal will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the County receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date County's payment is issued. Unless freight and other charges are itemized, the discount will be calculated using the full invoice amount.

8.28. PROTECTION OF COUNTY PROPERTY

If this Contract requires Consultant to perform any work on County-owned property, Consultant will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Consultant will replace or repair any damage caused by Consultant or any employee, agent, or subcontractor of Consultant, at no expense to the County. If Consultant fails or refuses to make such repair or replacement, the County will estimate the cost of repair and, upon receiving an invoice from the County for that estimated cost, Consultant will pay the County the invoiced amount. County may, at its discretion, instead deduct the amount from any payments due Consultant under this or any other County contract.

Consultant will, during the course of its work on County property, keep the work area, including any storage areas used by the Consultant, free from accumulation of waste material or rubbish. Upon completion of the work, Consultant will leave the work area in a clean and neat condition, free of any debris, and will remove any non-County-owned materials or equipment or other personal property that it has caused to be located on the County property.

8.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

8.30. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

8.31. RIGHT TO INSPECT

The County may from time to time during normal business hours, at the County's expense, inspect the Consultant's or any subcontractor’s place of business at which work under this Contract is being performed.

8.32. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

8.33. SHIPMENT UNDER RESERVATION PROHIBITED

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

8.34. SUBCONTRACTS

Consultant may not enter into any subcontracts for work under this Contract without the advance written approval of the County's contract representative. All subcontracts will incorporate all the terms and conditions of this Contract. Consultant is responsible for contract compliance and quality of work of any subcontractors used.

8.35. TERMINATION OF CONTRACT

A. For Convenience. The County reserves the right to immediately terminate at any time, with or without cause, the whole or any part of this Contract . If the County terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination. The County may, by written notice to the Provider, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

B. For Cause. The County may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 7 days after receipt of notice of default from the County.

C. Non-Appropriation. Each payment obligation of the County created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the County and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be

terminated by the County at the end of the period for which funds are available. The County will endeavor to notify Contractor in the event that continued service will or may be affected by non-appropriation. No penalty will accrue to the County in the event this provision is exercised, and the County will not be liable for any future payments due or for any damages as a result of termination under this paragraph.

8.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the County until the County actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

8.37. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Consultant engages in for-profit activities and has at least ten full time employees, Consultant certifies that Consultant does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the County within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Consultant has, before the end of that period, notified the County that the noncompliance has been remedied.

9. VENDOR QUESTIONNAIRE

9.1. Certification*

By signature in the Offer and Acceptance Form, Offeror certifies the following:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.

C. The Contractor 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 Contractor submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the Offeror to the contract.

E. The Contractor certifies to the best of his/her knowledge and belief, that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.

Do you agree to the above?

☐ Yes
☐ No
*Response required

9.2. Certification - Insurance Requirements*

Mohave County has specific insurance requirements put in place by their Risk Management Division.

Please certify that, if your firm is awarded, you are willing and able to provide a certificate of insurance meeting or exceeding the requirements set forth in this solicitation.

☐ Yes
☐ No
*Response required

9.3. Conflict of Interest*

Is any current Mohave County employee also an owner, corporate officer, or employee of your business?

☐ Yes
☐ No
*Response required

9.4. Conflict of Interest, Names and Positions

If yes, provide the names and positions that those the County employees hold within your business.

9.5. Uploads:

Please ensure that all required information is included with your offer.

A. Offer and Acceptance Form
B. Submittal Documents

Do not submit a contract rate proposal until requested by County.

[redacted]Offer and Acceptance Form*
Please upload the signed Offer and Acceptance Form. This is the final page of the RFQ document.

*Response required

[redacted]Submittal Documents*
Upload all other Submittal Documents - this should include all of the information requested by the RFQ, such as the Statement of Qualifications and the requirements of the Evaluation of Qualifications and Instructions to Offerors sections.

*Response required

9.6. References
Provide a minimum of three references below who can speak to your firm's qualification and experience. Attach this information with submittal documents, if more space is necessary. References may be asked to provide responses to a questionnaire during the evaluation process.

[redacted]Reference #1*
Enter the following information in the text box below:

- Name of the Company/Organization
- Contact Person Name and Title
- Contact's Email Address
- Contact's Phone Number
- Describe how they know your firm

*Response required

[redacted]Reference #2*
Enter the following information in the text box below:

- Name of the Company/Organization
- Contact Person Name and Title
- Contact's Email Address
- Contact's Phone Number
- Describe how they know your firm

*Response required

[redacted]Reference #3*
Enter the following information in the text box below:

- Name of the Company/Organization
- Contact Person Name and Title
- Contact's Email Address
- Contact's Phone Number
- Describe how they know your firm

*Response required

OFFER AND ACCEPTANCE

OFFER

TO MOHAVE COUNTY:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope, conditions, specifications, and amendments in the Request For Qualification which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____ _____
Company Name Name

_____ _____
Address Title

_____ _____
City State Zip Phone

_____ _____
Signature of Person Authorized to Sign E-mail

_____
Printed Name

_____
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. **2026-048-RFQ**

COUNTY OF MOHAVE, a subdivision of the State of Arizona:

Awarded this _____ day of _____, _____.

Signature: _____

Name: _____

Title: _____