



COUNTY OF MOHAVE

REQUEST FOR PROPOSAL

2026-041-RFP

PUBLIC WORKS ASSET MANAGEMENT SYSTEM

Due Date: Wednesday, August 5, 2026

Mohave County Procurement Department

700 W. Beale St.

Kingman, AZ 86402-7000

Procurement Portal:

<https://secure.procurenw.com/portal/mohavecounty>

Public Portal:

<https://secure.procurenw.com/portal/mohavecounty/projects/250524>

Issue Date: July 1, 2026

MOHAVE COUNTY
PROCUREMENT DEPARTMENT
700 W BEALE ST, 1st FLOOR EAST | PO BOX 7000
KINGMAN, AZ 86402-7000

REQUEST FOR PROPOSAL NO. 2026-041-RFP

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PROCUREMENT OFFICER: Barbara Spoonhour
PH: (928) 753-0752 Ext: 4231 - spoonb@mohave.gov

ATTACHMENTS:

A - References Form

1. NOTICE OF REQUEST FOR PROPOSALS

1.1. Pre-Proposal Web Conference Instructions

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/289124868223180?p=h7XtjolD3PVZxZkPZj>

Meeting ID: 289 124 868 223 180

Passcode: sd7ah7xQ

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 623-473-7231,,56077765#](tel:+1623473723156077765) United States, Phoenix

[Find a local number](#)

Phone conference ID: 560 777 65#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

1.2. Request for Proposals Information

Mohave County Request for Proposals No. 2026-041-RFP

Project Title: Public Works Asset Management System

Proposal Due Date: Wednesday, August 5, 2026 at 2:00 pm (Local Arizona Time)

Pre-Proposal Conference Date: Thursday, July 9, 2026

Pre-Proposal Conference Time: 1:00 pm (Local Arizona Time)

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

<https://teams.microsoft.com/meet/289124868223180?p=h7XtjolD3PVZxZkPZj> Meeting ID: 289 124 868 223 180 Passcode: sd7ah7xQ [Need help?](#) | [System reference](#) Dial in by phone [+1 623-473-7231,,56077765#](tel:+1623473723156077765) United States, Phoenix Find a local number Phone conference ID: 560 777 65# For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Questions must be directed to: Barbara Spoonhour, (928) 753-0752 Ext: 4231, spoonb@mohave.gov

Publication Dates: 7/1/2026 and 7/8/2026, Issue Date: **Wednesday, July 1, 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. Responses 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. SCOPE OF SERVICES

The Mohave County Public Works Department is responsible for the planning, construction, operation, and maintenance of critical infrastructure throughout Mohave County. The Department is comprised of multiple divisions that will utilize the proposed Asset Management System, including **Roads, Traffic Control, Facilities, and Engineering**. The system must meet the needs of each Division.

- Facility Management (Facilities) has over fifty (50) staff that would need various types of access. Facilities is responsible for managing thousands of assets (AC, plumbing fixtures, fire extinguishers, etc.)
- Traffic Control has fifteen (15) staff that would need various types of access. Traffic control is responsible for 20,621 Traffic Signs; 6,100 Street Signs; 1,111 Pavement Markings; 139 Road Paint; 27 Electronic devices; as well as 7,846 Dailies; 7,846 and 2,042 crash reports.
- The Engineering Division has nine (9) staff members who require access to the system. The Division maintains records of County rights-of-way, administers right-of-way permits, and routinely evaluates the condition of roadway assets, including cattle guards, culverts, and guardrails. Information regarding asset conditions is communicated to the Roads Department to support maintenance planning, prioritization, and operations.
- Roads has over forty (40) staff that would need various types of access. Roads maintain 3,345 Route Segments (Route with from and to destination) & 1369 Road Assets (Cattleguards, Culverts, Guardrails, etc.).

Currently, asset information is maintained across various systems, spreadsheets, and manual processes, limiting the Department's ability to efficiently track asset condition, lifecycle costs, maintenance history, and capital planning needs. To improve operational efficiency, data accuracy, interdepartmental coordination, and long-term capital planning, the County seeks to implement a comprehensive, integrated Public Works Asset Management System. The system will centralize asset data, support preventative and corrective maintenance tracking, enhance reporting capabilities, and provide data-driven decision support for budgeting and infrastructure investment planning. The system must also be able to migrate existing data.

2.1. General Requirements

The system must meet the following general requirements:

- A. Centralized asset database.
- B. Customizable asset hierarchy.
- C. Multi-division user access with role-based permissions
- D. Audit trails and change tracking.
- E. Cloud-based or on-premises deployment options.

2.2. System Integration and Data Migration

The County currently maintains asset and maintenance data across multiple systems. The selected vendor must provide comprehensive data migration services and must ensure that the new system is capable of integrating with existing County technology infrastructure.

A. Integration and migration requirements include:

1. Data migration planning, mapping, and execution for all existing asset records, maintenance histories, and inspection data.
2. Data cleansing and validation services as part of the migration process.
3. Integration with County Geographic Information System environment and enterprise data layers.
4. Application Programming Interface availability to support future integration with other County systems.
5. Integration or compatibility with supervisory control and data acquisition systems for traffic signal infrastructure where applicable.
6. Ability to consume real-time data feeds from sensor-equipped assets where relevant.

2.3. Asset Inventory Management

The system must support the creation and management of a comprehensive asset inventory that encompasses the full breadth of the Public Works Department. Asset records must be configurable to capture attributes specific to each asset class.

A. Asset classes to be supported include, at minimum:

1. Vehicles.
2. Roadway segments, including surface type, width, number of lanes, functional classification, and condition rating.
3. Bridges and culverts, including structure identification, load ratings, inspection dates, and structural condition data.
4. Drainage infrastructure, including storm drains, inlets, detention basins, channels, and pipe networks.
5. Traffic signals, including intersection identification, equipment inventory, signal timing data, and maintenance records.
6. Signage, including sign type, retro reflectivity ratings, installation date, and replacement schedules.
7. Buildings and facilities, including square footage, construction year, system components, and maintenance schedules.
8. Support infrastructure such as fencing, guardrails, pavement markings, and lighting.

B. Each asset record must include, at a minimum:

1. Unique asset identifier.
2. Asset type and subtype classification.

3. Geographic location (point, line, or polygon as appropriate).
4. Installation, in service, or construction date.
5. Model, Make, and assigned Department.
6. Mileage.
7. Material and dimensional attributes.
8. Current condition rating.
9. Maintenance and inspection history.
10. Associated documents and photographs.
11. Replacement cost and remaining useful life estimate.

2.4. Employee Training Tracking

The system must support the creation and management of employee training.

- A. System should include titles for the classes, who facilitates them, who instructs the class and when it has been completed.
- B. System should also allow for the scanning of the training rosters into the system and the ability to run reports for upcoming trainings, past due trainings etc.

2.5. GIS Integration

Geographic Information System capability is a mandatory component of the solution. The system must provide a fully integrated mapping environment, not a loosely coupled third-party add-on, that allows users to interact with asset data in both tabular and spatial formats simultaneously.

- A. Required Geographic Information System capabilities include:
 1. Display of all asset classes on an interactive map interface with the ability to zoom, pan, filter, and select assets by spatial or attribute criteria.
 2. Support for standard Geographic Information System data formats including Shapefile, GeoJSON, and geodatabase formats.
 3. Integration with or compatibility with ESRI-based Geographic Information System environments, including the ability to consume and publish map services.
 4. Ability to create, edit, and update asset geometry and associated attributes directly within the system's map interface.
 5. Spatial analysis tools including proximity searches, corridor analysis, and asset clustering.
 6. Map layer management allowing users to toggle and organize asset layers by type, condition, jurisdiction, or other relevant attributes.
 7. Support for aerial imagery basemaps and county-provided Geographic Information System data layers.
 8. Field personnel must be able to capture GPS coordinates for new and existing assets using mobile devices.

2.6. Work Order Management

The system must include a full-featured work order management module that supports the creation, assignment, execution, and closure of both reactive and planned maintenance activities.

A. Work order management capabilities must include:

1. Creation of work orders manually, from inspection findings, from preventive maintenance schedules, or from citizen and staff service requests.
2. Assignment of work orders to crews, individuals, or contractors with associated labor, equipment, and material resource tracking.
3. Work order prioritization and status tracking from initiation through completion.
4. Integration with asset records so that all work performed is logged against the relevant asset.
5. Time tracking for labor hours and cost coding for budget and accounting purposes.
6. Ability to attach photographs, notes, and completed inspection results to work order records.
7. Supervisor review and approval workflows.
8. Mobile access allowing field crews to receive, update, and close work orders from the field.

2.7. Mobile Functionality

The system must include a mobile application that is fully capable of supporting field staff without requiring continuous connectivity.

A. Mobile application requirements include:

1. Mobile application compatible with iOS and Android operating systems.
2. Offline functionality allowing field staff to access assigned work orders, conduct inspections, and record asset data without an active internet connection.
3. Automatic synchronization of data when connectivity is restored.
4. GPS-enabled asset location capture and mapping from the field.
5. Photo, video, and audio attachment capability from the mobile device.
6. Barcode and QR code scanning for asset identification.
7. Digital signature capture for work order and inspection completion confirmation.
8. Intuitive user interface appropriate for field conditions, including outdoor screen visibility.

2.8. Capital Planning and Lifecycle Cost Analysis

The system must provide tools that support multi-year capital improvement planning based on actual asset condition, age, deterioration modeling, and budget constraints.

A. Capital planning capabilities must include:

1. Deterioration modeling for each asset class that projects future condition based on current data, maintenance history, and asset age.

2. Scenario modeling tools allowing planners to evaluate the budget impact of different investment levels or maintenance strategies.
3. Identification and ranking of candidate projects based on condition thresholds, risk ratings, or lifecycle cost optimization.
4. Multi-year capital improvement plan development with the ability to assign projects to budget years and track funding sources.
5. Gap analysis tools that illustrate the difference between current funding levels and the investment needed to maintain assets at defined condition targets.
6. Cost estimation tools that incorporate unit costs, inflation factors, and project delivery costs.
7. Integration with roadway pavement management methodologies including Pavement Condition Index calculations and treatment selection logic.
8. Support for bridge sufficiency rating data and prioritization consistent with federal reporting requirements.

2.9. Preventive Maintenance Planning

The system must support the development and execution of preventive maintenance programs across all asset classes. Preventive maintenance schedules must be driven by asset-specific criteria rather than applied generically across asset types.

A. Required capabilities include:

1. Configuration of preventive maintenance templates by asset type with defined task lists, frequency intervals, and resource requirements
2. Automatic generation of work orders when preventive maintenance thresholds are reached
3. Maintenance calendar views that allow supervisors to forecast and balance workloads
4. Tracking of maintenance compliance rates by asset class, district, or crew
5. Ability to model the impact of deferred maintenance on asset condition and replacement cost

2.10. Reporting and Dashboard Capabilities

The County requires robust reporting and dashboard functionality that supports operational management as well as executive and elected official reporting. Reports and dashboards must be available to users based on their role and must be exportable in common formats.

A. Reporting requirements include:

1. Pre-built standard reports for asset inventory summaries, work order status, inspection compliance, maintenance history, and capital planning projections.
2. Configurable ad-hoc reporting tools that allow authorized users to build custom reports without vendor assistance.
3. Interactive dashboards with key performance indicators including condition distribution, maintenance backlog, work order completion rates, and budget utilization.

4. Trend analysis reports that display asset condition changes over time.
5. Geographic reporting that displays asset data and performance metrics spatially on a map.
6. Export capability to Microsoft Excel, PDF, and CSV formats.
7. Scheduled report delivery via email to designated recipients.

2.11. Implementation, Training and Support

The vendor must provide a structured implementation program that ensures staff are capable of operating and administering the system independently following go live. Implementation must be managed by experienced project staff with demonstrated experience deploying similar systems for county-level public works organizations.

A. Implementation requirements include:

1. Detailed project plan submitted at contract execution with milestones, deliverables, resource assignments, and a go-live timeline.
2. Dedicated project manager as the primary point of contact throughout implementation.
3. System configuration workshops involving County subject matter experts for each asset class and functional module.
4. User acceptance testing period with defined exit criteria prior to go-live.

B. Training requirements include:

1. Role-based training curriculum addressing system administrators, field inspectors, maintenance crews, supervisors, and capital planners.
2. On-site training sessions conducted at each Division's location.
3. Training materials including user guides, quick reference cards, and video tutorials.
4. Administrator training enabling County staff to configure forms, manage users, and generate reports independently.

C. Ongoing support requirements include:

1. Help desk support during County business hours with defined response time commitments by issue severity level.
2. Access to a self-service support portal with documentation, release notes, and a user community.
3. Regularly scheduled software updates and enhancements included within the maintenance and support agreement.
4. Annual system health check or account review conducted with County staff.

3. INSTRUCTION TO OFFERORS

3.1. 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 Proposal 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 Contractor, and are responsible for monitoring and overseeing the Contractor'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.

3.2. 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-Proposal 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.

3.3. PRE-PROPOSAL MEETING

A Pre-Proposal 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.

3.4. ADDENDA TO REQUEST FOR PROPOSALS

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.

3.5. 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.

3.6. 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. Proposal 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 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.

3.7. 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.

3.8. TAXES

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

3.9. 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.

3.10. 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 proposal, 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 Contractor 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.

3.11. 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.

3.12. WHEN AND HOW TO SUBMIT PROPOSALS

In order to be considered, Offers must:

- A. Be fully submitted successfully no later than the Proposal Due Date and Time, electronically through the County's online bidding system at <https://procurement.opengov.com/portal/mohavecounty>.
 - 1. 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.
- B. Be legible, printable on standard 8.5" x 11" paper.
- C. 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.
- D. Be organized, concise, and related to the RFP.

3.13. 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 Proposal Due Date and Time.

3.14. 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 Proposal 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.

3.15. DISCUSSIONS/CLARIFICATIONS/INTERVIEWS

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. Prior to award, County may request product demonstrations, enter into negotiations, or hold interviews with Offerors.

3.16. NEGOTIATIONS

The County reserves the right to enter into negotiations with the top-ranked Offeror prior to award of contract. These negotiations may address, but are not limited to, pricing, technical specifications, contractual terms, and schedules. The purpose of these negotiations is to achieve the best value and alignment with the County's needs. If negotiations fail to result in a mutually acceptable agreement, the County reserves the right to terminate negotiations and proceed to negotiate with the next highest-evaluated offeror, or to cancel the RFP process entirely, at its sole discretion. The County is under no obligation to continue negotiations or award a contract.

3.17. 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.

3.18. 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.

3.19. 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 Proposals, 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 Proposals.
- C. A response to the 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 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 Proposals, 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.

3.20. RFP 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.

3.21. 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.

3.22. EVALUATION OF PROPOSALS

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

3.23. 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.

4. EVALUATION OF PROPOSALS

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications & Experience Offeror must provide the following information demonstrating their qualifications and experience related to the scope of services. A. A short narrative history of Offeror's firm. B. Qualifications and experience of proposed staff who would perform services under this contract. C. Provide a minimum of three references who can speak to Offeror's qualification and experience working with Public Works implementations. References may be asked to provide responses to a questionnaire.	Points Based	35 (35% of Total)
2.	Method of Approach Offeror must provide the following information describing their approach to accomplishing the Scope of Services. A. A narrative of Offeror's approach to performing the Scope of Services to include: 1. Data migration plan. 2. Training and support plan. 3. Project management. 4. Proposed timeline. B. A description of Offeror's approach to curing issues that arise during the performance of work.	Points Based	25 (25% of Total)

3.	Technical Capability Offeror must provide the following information describing their technical capability related to the Scope of Services. A. Compliance with functional requirements. B. System usability and scalability. C. Integration capabilities. D. Innovation. E. Additional tools or modules beneficial to the County.	Points Based	10 <i>(10% of Total)</i>
4.	Pricing Offeror's price to perform the Scope of Services. Pricing will be calculated based on this formula: (Best Price/Price) x Maximum Points	Points Based	30 <i>(30% of Total)</i>

5. PRICING PROPOSAL

The Offeror can provide pricing based on access level for each user or provide an enterprise license agreement that allows for multiple users.

A. ANNUAL ENTERPRISE LICENSING PROPOSAL

Please complete this section if you are proposing an enterprise licensing.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Enterprise License - Minimum of 100 users	1	License Fee		
2	Additional Licenses	1	each		

B. ANNUAL LICENSES

Please complete this section if you are proposing individual user licensing.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Full Access	6	Each		
2	Managers Access	14	Each		
3	Supervisors Access - Ability to Issue, Change, and Close Work Orders	45	Each		
4	Technician Access - Ability to Respond to Work Orders, not Change	30	Each		
5	View Access Only	5	Each		
TOTAL					

YEAR 1 MAINTENANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Year 1 Software Maintenance	1	Each		
2	Year 1 Hardware Maintenance	1	Each		
TOTAL					

PRICE ESCALATOR

Please indicate your annual price escalator that would take effect after Year 1.

Line Item	Description	Unit of Measure	Percentage
1	Annual Price Escalator	1	

ADDITIONAL COSTS

Please indicate any additional costs that are not captured in the above pricing tables.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Other Professional Services	1	Hour		
2	Support / Consulting Fees	1	Hour		
3	Additional Training	1	Hour		
4	Data: Import / Migration / Conversion	1	Each		
5	Integration Costs with existing GIS services	1	Each		

6. SPECIAL TERMS AND CONDITIONS

6.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the County or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. These lists are subject to change. Contractor may, however, negotiate with an agency for payment of additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The County is not responsible for any disputes arising out of transactions made by others.

6.2. DESCRIPTIVE LITERATURE

All bids/offers must include complete manufacturers' descriptive literature regarding the product they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted. Failure to include this information may result in the bid/offer being rejected.

6.3. MANUFACTURER'S REPRESENTATIVE

Vendors who submit as a manufacturer's representative must supplement the bid/offer with a letter from each manufacturer involved. The letter shall certify that the vendor is authorized to provide the specific equipment presented, that the vendor is authorized to submit a bid/offer on such equipment, and guarantees that should the vendor fail to fulfill any obligations established as a result of a Contract award, the manufacturer, upon assignment by the County, will either assume such obligations or provide an alternate authorized vendor for the balance of the Contract period. All other terms and conditions of the Contract shall remain the same.

6.4. OPERATING SYSTEM STANDARDS

As delivered, the products specified herein will be based on "current operating systems" for computers and/or networks. For the purposes of solicitation and any subsequent Contract, "current operating systems" means that the required computer systems and network technology, including all releases and upgrades, will be:

- A. commercially available versions as of the date that the proposed product is to be delivered; and
- B. do not have publicly announced dates for termination of vendor support within three years of the proposal date.

In the event that a vendor's termination of support for the proposed operating system version is announced subsequent to acceptance of the product proposal and before delivery of the product, vendor will provide assistance at no additional charge, as part of the product delivery plan, to upgrade the proposed product's required operating system platform so that no less than two years of Bidder/Offeror support for the operating system will be in place at the time of delivery.

By signing the Offer and Acceptance Page Bidder/Offeror certifies that the proposed product runs on Current Operating Systems.

6.5. PRICE ADJUSTMENT

The County will review fully documented requests for price adjustment after any Contract has been in effect through the initial contract term. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The County will determine whether the requested price adjustment or an alternate option, is in the best interest of the County. Any price adjustment will be effective upon the effective date of the Contract extension.

6.6. TERM AND RENEWAL

The term of the Contract shall commence upon January 1, 2027 and shall remain in effect for a period of NO VALUE, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for NO VALUE or portions thereof. 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 price and minor scope additions and/or deletions.

6.7. WARRANTY

Bidder/Offeror shall warrant that all equipment and parts furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

7. INSURANCE REQUIREMENTS

7.1. Insurance Requirements

- A. Contractor 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 Contractor, 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 Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
- D. Contractor must provide coverage with limits of liability not less than those stated below.

7.2. Commercial General Liability (Occurrence Form)

- A. Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:
 - 1. Each Occurrence: \$1,000,000
 - 2. General Aggregate: \$2,000,000
 - 3. Products & Completed Operations Aggregate: \$2,000,000
 - 4. Personal and Advertising Injury: \$1,000,000
 - 5. Blanket Contractual Liability: \$1,000,000
- B. 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 Contractor".
- C. 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 Contractor.
- D. Commercial General Liability Additional Insured Endorsement must be as broad as CG 20 10 11 85.
- E. Contractor's subcontractors will be subject to the same minimum requirements identified above. Contractor 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: \$1,000,000
 - 3. Disease Each Employee: \$1,000,000
 - 4. Disease Policy Limit: \$1,000,000
- 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 Contractor.
- C. This requirement will not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
- D. Contractor's subcontractors will be subject to the same minimum requirements identified in this section. Contractor 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.

7.5. Professional Liability - Technology 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. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Services of this contract.

7.6. Cyber Liability

- A. Cyber Liability in an amount not less than Five Million (\$5,000,000) per occurrence/Five Million Dollars (\$5,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the Contract or earlier and carried forward as that same retroactive date or earlier on any subsequent renewals of this Contract. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

7.7. 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 Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

7.8. Additional Insurance Requirements

- A. The policies shall include, or be endorsed to include, the following provisions:
1. The Consultant's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by Mohave County, and its agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 2. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 3. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.
 4. Mohave County, at its sole discretion, may increase or decrease the insurance limits and coverages outlined herein.

7.9. Policy Change Notice

Contractor 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.

7.10. Additional Insured

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.

7.11. Acceptability of Insurers

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

7.12. 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.

7.13. Subcontractors

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

7.14. Exceptions

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

7.15. 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. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the County does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the County may reject goods or services that are later found to be nonconforming.

8.2. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the County.

8.3. AMERICANS WITH DISABILITIES ACT

The Contractor 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.

8.4. APPLICABLE LAW

This Contract shall be governed, and the County and Contractor 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.

8.5. 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. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

8.6. ASSIGNMENT

Contractor 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.

8.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor 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.

8.8. COMMENCEMENT OF WORK

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

8.9. CONFIDENTIALITY OF RECORDS

Contractor 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.

8.10. 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, Contractor 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 Contractor, unless the notice specifies a later time.

8.11. 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, Contractor 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.

8.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor 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.

8.13. 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 Contractor 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.

8.14. 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 Contractor 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.

8.15. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor 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 Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

8.16. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor 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. Contractor 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 Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor'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 Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor'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, Contractor is liable to the County for the payment of any sum, Contractor 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 Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor 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. Contractor 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.

8.17. 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.

8.18. GRATUITIES

The County may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, 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 Contractor the amount of the gratuity.

8.19. INDEMNIFICATION

To the extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, Officers, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor 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 Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for Mohave County.

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

8.20. 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.

8.21. 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 Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

8.22. 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 Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor 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, Contractor will provide the County with satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes.

8.23. ISRAEL BOYCOTT DIVESTMENTS

If this Contract has a value of \$100,000 or more, Contractor 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.

8.24. LEGAL REMEDIES

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

8.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor 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.

8.26. 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.

8.27. NON-EXCLUSIVE CONTRACT

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

8.28. OVERCHARGES BY ANTITRUST VIOLATIONS

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

8.29. PAYMENT

- A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the County is permitted to make payments to Contractor 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, Contractor 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 Contractor's 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.

8.30. PROTECTION OF COUNTY PROPERTY

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

Contractor will, during the course of its work on County property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor 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.

8.31. 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.

8.32. 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.

8.33. RIGHT TO INSPECT

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

8.34. 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.

8.35. 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.

8.36. SUBCONTRACTS

Contractor 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. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

8.37. TERMINATION OF CONTRACT

- A. For Convenience. The County may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. 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.
- 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 10 days after receipt of notice of default from the County for monetary defaults, or within 30 days after notice if the default is non-monetary.
- 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.

8.38. 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.

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

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that 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 Contractor 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. Upload Section

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

- A. Offer and Acceptance Form
- B. References Form
- C. Proposal Documents

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form. This is the final page of the exported RFP document.

*Response required

References Form *

Please upload your References Form.

*Response required

Proposal Documents*

Upload all other Proposal Documents - this should include all of the information requested by the RFP, such as the requirements of the Evaluation of Proposals and Instructions to Offerors sections.

*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 Proposal 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. **2026-041-RFP**

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

Awarded this _____ day of _____, _____.

Signature: _____

Name: _____

Title: _____