

COUNTY OF MOHAVE

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 14-P-06

METRO ETHERNET/INTERNET SERVICES

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT WEB SITE AT: <http://www.mohavecounty.us/ContentPage.aspx?id=125&cid=53> INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

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

Proposals must be submitted in a sealed envelope. The Request for Proposals **number, bidder's name and address** shall be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than **March 27, 2014**. Questions must be addressed to the Procurement Officer listed below.

PROPOSAL DUE DATE:
PROPOSAL LOCATION:

APRIL 3, 2014 AT 2:00 PM, LOCAL AZ TIME
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86401

PRE-PROPOSAL CONFERENCE DATE:
TIME:
LOCATION:

MARCH 18, 2014
10:30 AM, LOCAL AZ TIME
Ocotillo Conference Room
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86401

QUESTIONS SHALL BE DIRECTED TO:

Allen "Tony" Burgett, CPPB,
Procurement Officer
(928) 753-0752, EXT. 2
allen.burgett@mohavecounty.us
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
P.O. Box 7000
Kingman, Arizona 86402-7000

Publish Date(s)

TB

ISSUE DATE: 03/04/2014

INTRODUCTION / BACKGROUND

Mohave County is soliciting proposals from qualified firms to provide Metro Ethernet/Internet access to (12) office buildings within Mohave County, AZ. in accordance with the scope of service specified. In the RFP process, award is made to the responsible Offeror whose proposal is most advantageous to the County.

To respond to this RFP, interested Offerors must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Method of Approach, Qualifications & Experience, Price Proposal. Qualified firms that meet all criteria will be considered. Failure to include a response to all the evaluation criteria may be cause for rejection.

SCOPE OF WORK

BASIC REQUIREMENTS:

1. Definitions.

- A. Core Network – The Mohave County WAN interconnections established between Sites and the Data Centers.
- B. Data Centers – The location that houses the physical Mohave County data and communication network applications, routers and interconnecting equipment to its local dial tone and its Internet Service Provider.
- C. County – Mohave County, Arizona:
- D. Full Duplex – Symmetrical connections of upstream and downstream communications traffic on the WAN to Sites, Data Centers and the Internet.
- E. Local Area Network (LAN) – A Site's local area network connecting the equipment in the MTR to individual rooms and locations in the Site for data and voice communications.
- F. Main Telecommunications Room (MTR) – The central communication room located within each Site or Data Center connecting Vendor communications cables from the Public Right of Way to the County LAN, establishing WAN to LAN communications.
- G. Mandatory Bid Response – A Vendors response to deliver the minimum WAN solution requested by the County.
- H. Network Resiliency to Protect the Core Network – The established high availability communication connections made through logical switch/router configurations to optimize communications paths between Sites and the Data Centers.
- I. New Site – A County Site or Data Center that currently doesn't have Metro Ethernet service.
- J. Qualifying Vendor – A Vendor who has attended the pre-bid conference and delivered a price competitive Mandatory Bid Response to the District on or before the close of the bid delivery deadline defined in this RFP.
- K. Site – A County location to be connected to a County Data Center.
- L. Regional Area – The geographic areas defined by the County where Sites and Data Centers are grouped or associated by geographic reference.
- M. Vendor – A communications service provider with a valid USAC SPIN Number for Telecommunications priority 1 services that has delivered a written response to the County to provide a WAN service pursuant to this RFP.
- N. Vendor Demarcation Point – The location in each Site and the Data Centers where the Vendor equipment is placed to establish the WAN connection to such Sites and the Data Centers.
- O. Wide Area Network (WAN) – The Vendor provided Wide Area Network established to interconnect all specified County Sites and the Data Centers for voice and data communications.

2. Location of Sites and Data Centers.

- A. Attached as Exhibit "A" is the listing of all current and future Sites and the Data Centers.
- B. Vendors must provide a detailed description of how they will accommodate and price all sites.

3. Mandatory Bid Response - WAN Network Requirements and Vendor design

A. WAN Design and “Mandatory” WAN Service.

The Vendor shall design and deliver to the County the physical and logical network connections necessary to establish Full Duplex Ethernet WAN Service from each Site to a County Data Center. The Vendor will be responsible for delivering a Turn-key, E-rate compliant, fully designed, installed, activated, managed and maintained WAN Service to all locations. All solutions offered by prospective vendors will be 100% E-rate eligible. Vendors must have a Service Provider Identification Number (SPIN) provided by the Universal Services Administrative Corporation in order to respond to this RFP.

B. Vendor WAN Equipment.

All Vendor supplied electronics and other equipment necessary to establish the mandatory WAN Service connections must be placed in the MTR of each respective Site in accordance with the individual MTR room accommodation plan, which will establish the Vendor Demarcation Point in the Data Centers and each Site. The County will coordinate the physical connection of each County LAN to the Vendor Demarcation Point.

Vendors must identify equipment required for each MTR to establish the WAN Service per each Site. Such equipment list shall include the equipment manufacturer name, model number, power requirement by circuit load and current, rack space requirement (by width, height, depth and weight and shown as rack units), optical or electrical interface to LAN and any other information required to accommodate such equipment in the MTR locations for each Site.

C. Technology Upgrades and Refresh.

- i. Each Vendor shall provide their strategy on how they handle technology refresh to accommodate upgrades or replacement of equipment when it goes end of life.
- ii. Each Vendor will provide a pricing schedule for the cost to upgrade sites in 5 Meg intervals.

4. Additional WAN Solution Design and Installation Details. Vendors must provide in their response to this RFP, how their solution accommodates, provides, meets or exceeds the following WAN service elements:

A. WAN Network Performance and Reliability.

The Vendor provided WAN Service must meet or exceed the following Network performance and reliability standards:

- i. Annual Network Availability of the WAN Service of 99.99% across the dedicated facilities-based Ethernet Connections.
- ii. Average WAN Network Latency over a one-month period of 25 milliseconds or less. This standard will be measured via Network monitoring of round-trip times between a Site and a Data Center on our network on an ongoing basis. Network Latency (or round-trip time) is defined as the average time taken for an IP packet to make a round-trip between a Site and a Data Center.
- iii. Average monthly Packet Loss of 0.1% (or successful delivery of 99.9% of packets). Packet Loss is defined as the percentage of packets that are dropped within the Core Network. Vendors shall provide details describing the network Performance and Reliability standards and measurements it performs over the WAN it proposes, to assure compliance with the required standards set forth in this Section 4 (A). Vendors must provide documented details on how they will provide an SLA that will match or exceed the specifications above.

B. Upon award, the successful Vendor will be required to deliver and install the Vendor WAN and activate the WAN Services pursuant to a County agreed phase by phase build and/or activation schedule, in accordance with but not limited to the following Vendor provided elements:

- i. Network Planning and Permitting
 - a. Designing in coordination with the County the WAN to deliver the required connectivity to each Site and the Data Center including scheduling, access into the Sites and the Data Centers, preparation of

the MTRs in each Site and the Data Centers and cutover to the new WAN services provided by the Vendor.

- b. Obtaining all permits, right-of way and easement approvals (including access to and/or attachment to/within joint utility poles, bridge attachments, railroad crossings, highway crossings etc.), and access to any existing and available inter-governmental conduits or other communications infrastructure installed in route to and/or in and around all Sites and the Data Centers.
- ii. Network Materials, Placement and Installation
- a. All underground conduits, traffic rated vaults, hand holds and fiber pull boxes or other below or above ground outside enclosures.
 - b. All underground bores, cuts, trenches and placement of conduit and below and above grade enclosures.
 - c. Placement, installation and connection of all conduits, cable (fiber optic cable, copper cable and related miscellaneous splice and termination materials) within all public right of ways and easements; pulling and splicing of all cables traversing from the public right of way, into the property laterals within County Sites to the external building entry vaults and extending through to the termination location in each of the building's MTR identified for each Site and Data Center. Vendor's pricing schedule must include the cost of all last mile construction, where needed, into each Site's MTR as part of the monthly payment in their proposal. In the event of contract termination for any reason, vendor agrees to abandon in place all last mile conduit, but may at its discretion retrieve its cable and electronic hardware.
 - d. All wall mount cabinets, adapter panels, splice trays, pigtails and connectors, shall be provided by the Vendor to install, support, terminate and/or cross connect each strand of fiber installed in the MTR for each Site.
 - e. Any wall and rack mount fiber/copper termination cabinets/shelves located in MTRs shall be bonded and grounded at the nearest telecommunications grounding bus bar if the exterior rated fiber optic cable splice at building entry in the above or below ground splice enclosure, was not grounded.
 - f. All physical cable management hardware including, but not limited to (if needed to make entry into the building), entry vaults, outdoor entry NEMA rated J-boxes, internal EMT conduit, shall be provided where necessary to enter the building and route the fiber optic/copper cable internally to the MTR.
 - g. All installations in each MTR will be well organized, coiled, neatly placed within each rack and termination panel.
- iii. Damages and Restoration
- h. The Vendor shall be responsible for replacing, restoring, or bringing to original condition any damage to floor, ceilings, walls, furniture, grounds, pavement, etc., caused by their personnel and operations. Any damage or disfigurements shall be restored by the Vendor at the Vendors expense.

C. Network Testing and Documentation:

i. Services

- a. All communications equipment and cables installed to provide services to each Site and to the Data Centers will be tested in accordance with the requirements of the communications transport specifications of which the Vendor has provided to the County as a part of its designed WAN solution.
- b. The Vendor will provide a complete labeling scheme for the end-to-end Sites to Data Center Connections whether it is a physical cable and port scheme or a Circuit Identification scheme.
- c. The Vendor will provide final as-built documentation of all cables, circuits and MTR hardware installed under the contract between the Vendor and the County, to include:
 - 1. Shop Drawings: Submit CAD or other acceptable electronic layout line drawings of Vendor WAN, including the cable/port identification and or circuit identification for all Sites and Data Centers connections.
 - 2. Provide all Vendor MTR Equipment listings including model numbers and serial numbers for each Site and the Data Centers.

3. Provide documentation on any fire stopping, entry sealing and surface restoration materials used, where provided.

D. Compliance and Quality Assurance:

Vendor shall, as a part of its design and delivery of the WAN Network, comply with the following items during and after the installation of the WAN Service.

i. Code Compliance.

- a. The Vendor shall comply with applicable local code requirements of the authority having jurisdiction and the provisions of the National Electric Code (NEC).
- b. All applicable laws, statutes, regulations and orders concerning installation and hazardous substances.

ii. Notifications, work supervision, safe work environment:

- a. Prior to doing any work in the Rights-of-Way, the Vendor/contractor must give notices to appropriate governmental agencies.
- b. The Vendor must provide all labor, site-supervision, permitting, traffic management, tools, boring/attachment equipment, pulling equipment or other necessary items to complete the work.
- c. The Vendor must give notice to private property owners of work on or adjacent to private property in accordance with appropriate local ordinances.
- d. The Vendor shall utilize existing conduit entries into each location (where available and accessible) wherever possible.
- e. Upon notice from the County that any work is being performed contrary to the provisions of the contract, or in an unsafe or dangerous manner as determined by the County, or any other governmental agency, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the County. This stop work order shall be:
 1. In writing, be given to the person doing the work (or posted on the work site);
 2. Be sent to the Vendor/contractor by overnight delivery at the mailing address given;
 3. Indicate the nature of the alleged violation or unsafe condition, and
 4. Establish conditions under which work may be resumed.
- f. Vendor's employees and subcontractors shall be licensed and bonded in accordance with all applicable ordinances, regulations and requirements. Work by contractors and subcontractors, is subject to the same restrictions, limitations and conditions as if the work were performed by the Vendor. Vendor shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this agreement and other applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.
- g. The warranty on all installation work must not be less than 90 days. Vendor shall be required to promptly take such corrective measures as are necessary to correct installation performance deficiencies during this time fully and to prevent their recurrence during further work as far as possible. Vendor's failure to correct deficiencies identified through this testing process shall be a material violation of the Agreement.
- h. The County shall have the right and authority to require Vendor to test, analyze and report on deficiencies identified during the testing process.
- i. The Vendor shall be responsible for any and all damages to property and equipment as a result of installation work.
- j. Installation must include building penetrations and runs to each building's MTR and must meet all applicable building codes.
- k. All installations must be delivered with acceptable "as-built" documentation, as defined in the Installation Process section above.

E. WAN Network Maintenance and Support:

Vendor shall provide as a part of its WAN Service, maintenance and support in accordance with the following:

- i. Pro-Active WAN Network Monitoring. Pro-active monitoring shall be activated within four (4) hours following installation completion, testing and activation for any given Site and the Data Centers on the WAN.
- ii. Network Diagnosis and Trouble Shooting. Vendor shall install such necessary components required to perform remote diagnostics and troubleshooting.
- iii. Network Support.

Vendor shall deliver to the County a Network Operations Manual for the WAN service. The operations manual shall contain no less than:

- a. Vendor Support contact name and telephone support number.
- b. Web Site address for any remote monitoring tools made available to the County to monitor real time network statistics.
- c. A detailed listing of the monitoring methods, troubleshooting procedures, maintenance processes, and response times the vendor will follow to maintain the WAN.
- d. A detailed listing of the repair procedures, which would include response times for each level of outage.
- e. Trouble and outage escalation process with contact names, telephone numbers and email addresses.
- f. Provide updates to the Network Operation Manual as needed but at least once per year.

F. Network Interruption and Service Level Agreement.

- i. In the event that the WAN Service is not accessible by any Site or Data Centers and/or is not performing in accordance with the WAN Performance and Reliability Requirements, the Vendor shall provide the County with a pro-rata credit against the next available invoice not to exceed the total monthly billing to the period of the outage, provided that no credit shall be provided for outages caused by the County, the County's equipment or facilities connecting to the Vendor's WAN or by force majeure.
- ii. Vendor shall provide maintenance and repairs in accordance with the WAN response times set forth below. In the event of a disruption or trouble with respect to any portion of the WAN, Vendor shall respond to the disruption or trouble within the time frames set forth below (the "Dispatch Period") and clear the disruption or trouble promptly. If Vendor has not or is not clearing the disruption or trouble on a timely basis, the County shall have the right, after the expiration of the Dispatch Period, to respond to or to participate in the resolution of the trouble. The County and Vendor shall reasonably cooperate in the development of any additional procedures governing repair and restoration activities requiring Vendor to access County's Sites or Data Centers, while Vendor and the County are conducting their normal operations between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and for periods that do not fall on weekends and holidays observed by Vendor and the County:

Severity Level	Network Condition	Response Time	Commitment
CRITICAL	Facilities connection is down. No workaround is available.	Response = 2 hrs	Vendor and County work to resolve situation 7x24.
HIGH	Facilities functionality is severely limited. No workaround is available.	Response = 4 hrs	Vendor and County work to resolve situation 7x24.

MEDIUM	Limited Functionality. Workaround is available	Response = 12 hrs	Vendor and County work to resolve situation during normal business hours.
LOW	General questions, System Enhancements, and/or documentation issues in the ordinary course of business.	Response = 24 hrs	Vendor and County work to resolve questions during normal business hours.

For severity level problems of high or critical nature, the following escalation procedure will be followed:

- 2 Hours Vendor System Engineer or equivalent will be notified and will contact the County Representative.
- 2-4 Hours Vendor Director or equivalent will be notified and will contact the County Representative.

5. PRICING

A. Metro Ethernet/Internet Pricing.

- The proposal will include itemized pricing for service connection, as well bundle to each Site and Data Centers. The service pricing schedule will include:
 - Equipment costs (where applicable)
 - Non-E-rate compliant costs (if any)
 - Monthly service charges
 - One-Time non-recurring charges (if any)
 - Fees based upon any prepayment terms and conditions.

B. All site installation costs will be based upon the Vendor's turn-key installed WAN service connection and will not require the County to separately contract or subcontract for site preparation work above and beyond the Vendor's cost schedule described in this Pricing Section in subsection 1 (A) above. In the event of contract termination for any reason, vendor agrees to abandon in place all last mile conduit.

C. Prepayment options of WAN services that will provide a lower total monthly or annual recurring charge may be offered. Prepayment offers must disclose any discounts in total pricing gained from any such prepayment, but at the same time must maintain the County's ability to comply with applicable qualifying E-rate conditions.

D. The price schedule will show contract rates for an initial three (3) year period, (the "Initial Term"), and provide for the ability to extend the Initial Term for two (2) one-year periods beyond the Initial Term.

- Site Additions and Site Changes.

Vendors must describe how they will address the following situations that will arise during the Initial Term and any extensions of the Initial Term:

a. Site Additions:

Provide how the Vendor will provide for an incremental pricing adjustment to the Base WAN pricing for new WAN connections/services required to be provided to a New Site that was under construction or scheduled to be constructed and that are not currently connected to the Vendor WAN.

b. Site Changes.

Provide how the Vendor will provide for an incremental pricing adjustment to the Base WAN pricing for a change in a connected WAN Site required to be moved to a new non-connected location, within one of the areas within the Initial Term, during any extended term and will provide applicable conditions necessary for the County to determine budgetary planning and assess fiscal financial impact relating due to any such Site change.

Provide the Vendor's methodology on how it will accommodate into the WAN future Sites with limited to no understanding as to address or geographic location, within the County.

D. Existing WAN Service Contracts.

- i. The County has existing WAN Service contracts in place, which have a variety of termination dates depending on their installation date. Early termination penalties may exist, the successful Vendor to this RFP will be required to accommodate all early termination fees within their pricing model for new services to the County, if applicable. Termination dates and any other necessary details for these current WAN Service contracts will be provided by the County to any vendors requesting such.

F. WAN Monthly Site Pricing Schedule.

- i. The Vendor shall complete the Vendor WAN Pricing Schedule attached hereto as Exhibit "B", which will show the total price per month per Site for WAN Services to be delivered during the initial Term. The Vendor will also provide detail as to how it will address and price each of the New Sites based upon their potential timing of inclusion into the WAN service (during the initial Term or after the initial Term but during a renewal Term). All pricing listed shall be shown in "pre-E-rate" form. Any annual payment or pre-paid upfront payment options should be listed on a separate attachment to Exhibit "B" to be prepared by the Vendor. All discounts for annual payments or pre-paid upfront payment should be identified as the cost savings difference applicable to the method of payment to be received by the Vendor for services. The County will work with the Vendor to determine the E-rate filing approach that will best serve the County's operating and management needs.

INSTRUCTIONS TO OFFERORS

- 1. PRE-PROPOSAL CONFERENCE:** The date and time of a prospective pre-proposal conference is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. ***"Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."***
- 2. PROPOSAL FORMAT:** **Original and 3 copies (4 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 3. PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
 - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
 - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- 4. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.
- 5. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.
- 6. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 7. INQUIRIES:** Any question related to a Request for Proposal shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The

Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

- 8. REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.
- 9. CONTRACT NEGOTIATIONS:** The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.
- 10. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:
- (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof; or
 - (3) Reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- 11. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 12. LATE PROPOSALS:** Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they **do not** guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.
- 13. WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.
- 14. AMENDMENT OF REQUEST FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.

- 15. SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the offeror's proposal.
- 16. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 17. SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
- 18. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 19. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposal, 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 and clearly demonstrate how the County will be better served by the substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's Request for Proposal shall prevail.
- 20. PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.
- 21. VENDOR APPLICATION:** Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at:

<http://resources.mohavecounty.us/Repository/Attachments/VENDORREGISTRATIONPACKAGE-20135b4e65f6-f1ff-4e45-8812-0063bc34b9fd.pdf>

Internet Access is available for use at all County public libraries.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance):

A. METHOD OF APPROACH (40 POINTS)

B. QUALIFICATIONS & EXPERIENCE (35 POINTS)

C. PRICE PROPOSAL *(Submitted in a separate, sealed envelope with your proposal)* (25 POINTS)

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. METHOD OF APPROACH (40 POINTS)

1. WAN Design/Service

- Compliance with design and delivery of Metro Ethernet WAN/LAN services
- Compliance of vendor equipment and placement of
- Compliance with technology upgrades

2. WAN/LAN Solution and Installation details

- Meet or exceed performance/reliability standards
- Compliance with build out and activation schedule as described herein
- Compliance with Network Materials, Placement and Installation as described herein
- Compliance with Network Testing and Documentation as described herein
- Compliance and Quality Assurance as described herein
- Compliance with WAN Network Maintenance and Support as described herein
- Compliance with Network Interruption and Service Level Agreement as described herein

B. QUALIFICATIONS & EXPERIENCE (35 POINTS)

1. Describe Contractor's company, date founded and ownership status. Has the company experienced any significant changes in organizational structure, ownership or management during the past three (3) year period? Is Contractor's company an affiliate, partner-company, etc. of any other telephone services and/or equipment company or conglomerate?
2. Subcontractors: Please list all subcontractors with whom Contractor contracts with for the provision of services and equipment specified herein as proposed by Contractor in its solicitation response information shall include: Services or equipment provided, Subcontractor Name (company, firm, etc.), address, contact telephone and email.
3. Describe your company's experience providing specified Metro Ethernet/Internet solutions, services and equipment within a government agency.
4. References:
Provide three (3) peer client references where Contractor is currently providing similar services. Reference information should include: Client name, year implemented, approximate number of sites and contact name, address, telephone number, and email.

5. Describe any regulatory censure or litigation involving Contractor's company or proposed key personnel during the past five (5) year period up to the present. Regulatory censure would include, but not be limited to, actions taken by:
 - a. Federal Communications Commission (FCC)
 - b. National Association of Regulatory Utility Commissioners (NARUC)
 - c. CTIA-The Wireless Association
 - d. Arizona Corporation Commission (ACC) – Utilities Division

C. PRICE PROPOSAL (Submitted in a separate, sealed envelope with your proposal) (25 POINTS)

1. Provide price proposal as requested on the Price Page attached herein.

III. GENERAL:

- A. **Shortlist:** The County reserves the right to shortlist the offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.
- B. **Interviews:** The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- C. **Additional Investigations:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.
- D. **Prior Experience:** Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
- E. **Multiple Awards:** To provide adequate contract coverage, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS:

<u>COVERAGE AFFORDED</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statute
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability Insurance including: Non-owned, Leased & Hired Vehicles	\$1,000,000 combined single limit

INSURANCE CONDITIONS

- A. GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A-, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to Mohave County. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
- B. WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Workers' Compensation and Professional Liability shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against Mohave County, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Contractor's work or service.
- C. ADDITIONAL INSURED:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name Mohave County, its agents, representatives, officers, directors, officials and employees as Additional Insured's with a CG 20 10 or similar endorsement. The Contractor agrees that the insurance required herein will be primary and that any insurance carried by the County will be excess and not contributing.
- D. ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Arizona shall issue the Certificates. The Contractor shall, within ten (10) days after award of bid, furnish the County with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured's shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the County.

"Mohave County, a body politic and corporate of the State of Arizona, its Board members, officers, employees, agents, and other officials" shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the

latter method is used, the certificate holder shall be listed only as Mohave County, Arizona, PO Box 7000, Kingman, AZ 86402.

Approved by SKM for Risk Management 03/04/14

2. **SOLICITATION AMENDMENTS:** Amendments may be obtained from the County's Procurement website at: <http://www.mohavecounty.us/ContentPage.aspx?id=125&cid=53> It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling **(928) 753-0752**, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86401. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.
3. **CONTRACT TERM AND RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of three **(3)** years thereafter, 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 two **(2)** additional one-year periods 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 rate adjustments and minor scope additions and/or deletions which may be agreed upon.
4. **RATE ADJUSTMENTS:** The County will review **fully documented** requests for rate adjustments after services have been successfully provided for a one **(1)** year period. Rate adjustments will only be considered at the time of contract renewal and will be a factor in the renewal review process.

Contractor shall furnish price adjustment figures, keyed to industry and changes, at least sixty **(60)** days prior to the contract expiration date to substantiate any claim for increase. The County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract renewal and shall remain in effect during the renewal period. If the parties to the contract cannot agree on renewal terms, it is hereby understood that the County shall re-bid the Contract.

PRICE REDUCTION: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.
2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
5. **INDEPENDENT CONTRACTOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

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

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

6. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
7. **PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
8. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
10. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.
11. **GRATUITIES:** The County may, by written notice to the Contractor, 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 amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
12. **APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
13. **CONTRACT:** The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
14. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.

15. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County of Contractor.
16. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
17. **SEVERABILITY:** The provisions of this contract are severable in the sole discretion of the County to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
18. **PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the Procurement Director. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.
19. **INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
20. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Director. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
21. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
22. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
23. **PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Director. A protest of a Request for Proposal shall be received at the Procurement Office before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Request for Proposal or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.

- 24. WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 25. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Mohave County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials (hereafter called "County") from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and court costs but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by Contractor in the performance of the contract or subcontract. Approved by SKM for Risk Management 03/04/14
- 26. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
- 27. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.
- 28. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 29. FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 30. INSPECTION & ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 31. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.
- 32. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 33. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- 34. LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.

- 35. PAYMENT:** When submitting invoices for payment, vendors are to include the applicable Purchase Order number on the invoice. The invoice should not be submitted until you have supplied the materials and/or services covered by the purchase order bearing the same number. If the vendor is unable to fulfill all of the purchase order, submit an invoice for the portion of the order supplied, or service completed. Once the backordered/uncompleted portion of the purchase order is shipped/completed, a new invoice is required. Vendors are requested to submit invoice(s) within 30 days of delivery and/or date of service.

The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 36. LICENSES:** Contractor shall 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.
- 37. COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 38. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record in the discretion of the County.
- 39. SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Director is received by the parties to this contract, unless the notice specifies a later time.
- 40. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
May: Indicates something that is not mandatory but permissible.

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

"County"	Mohave County, Arizona
"Contractor/Consultant"	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Mohave County.
"Contract"	The legal agreement executed between Mohave County, AZ and the Contractor/Consultant.
"Contract Representative"	The County employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Procurement Director"	The contracting agent for Mohave County, Arizona.

- 41. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the County. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
- 42. SCRUTINIZED BUSINESSES:** In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.

- 43. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of **A.R.S. § 41-4401**, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in **A.R.S. § 23-214 (A)**.

EXHIBIT A

Exhibit "A" **Metro Ethernet – County Network**

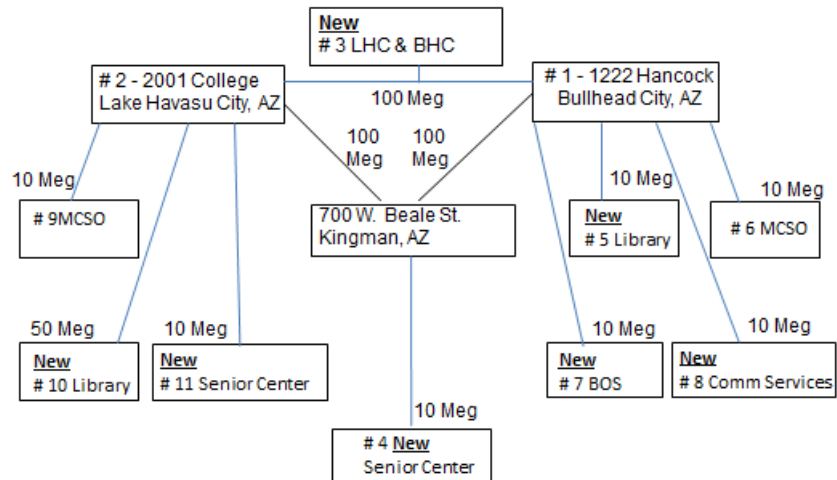


Exhibit "A" continued: **Metro Ethernet – Courts Network**

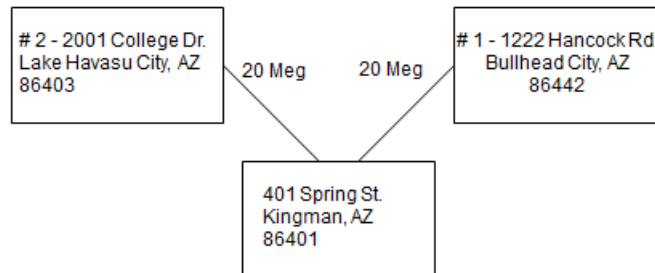
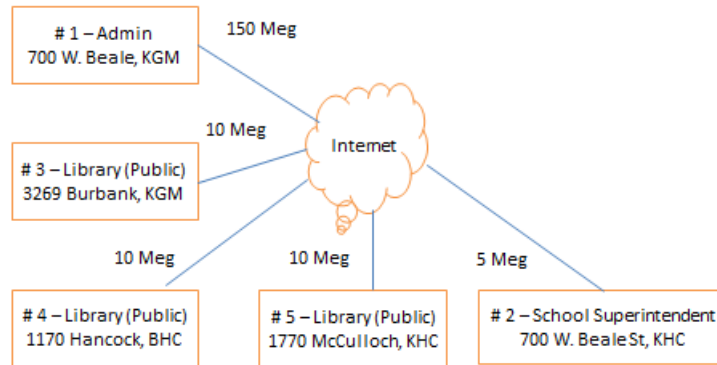


Exhibit "A" continued: **Mohave County Internet**



PRICE PAGE – EXHIBIT B

(Submitted in a separate, sealed envelope with your proposal)

Fees must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Point to Point – Mohave County Metro Ethernet - County Network

The following Items 1-11 will be invoiced to: Mohave County, Attn: IT Department, PO Box 7000, Kingman, AZ 86402.

ITEM	LOCATION	DESCRIPTION	NCR	MRC	TAX
1.	700 W. Beale Street, Kingman to 1222 Hancock Road Bullhead City, AZ 86442	100 Meg	\$	\$	\$
2.	700 W. Beale Street, Kingman to 2001 College Drive, Kingman	100 Meg	\$	\$	\$
3.	NEW – Mohave County Building 1222 Hancock Road, Bullhead City to Mohave County Building 2001 College Drive Lake Havasu City, AZ 86403	100 Meg	\$	\$	\$
4.	NEW – Mohave County Senior Center 1776 Airway Avenue Kingman, AZ 86409 to Mohave County Administration Building 700 W. Beale Street Kingman, AZ 86401	10 Meg	\$	\$	\$
5.	NEW – Mohave County Library 5744 Highway 95 Mohave Valley, AZ 86440 to Mohave County Building 1222 Hancock Road Bullhead City, AZ 86442	10 Meg	\$	\$	\$
6.	Mohave County Sheriff's 9880 S. Vanderslice Mohave Valley, AZ 86440 to Mohave County Building 1222 Hancock Road Bullhead City, AZ 86442	10 Meg	\$	\$	\$
7.	NEW – Mohave County Board of Supervisor Office 4168 Highway 95 Suite 102 Fort Mohave, AZ 86426 to Mohave County Building 1222 Hancock Road Bullhead City, AZ 86442	10 Meg	\$	\$	\$
8.	NEW – Mohave County Community Service 2605 Highway 95 or 720 Hancock Road Bullhead City, AZ 86442	10 Meg	\$	\$	\$

ITEM	LOCATION	DESCRIPTION	NCR	MRC	TAX
9.	Mohave County Sheriff's Office 3500 N. Lake Havasu City, AZ 86404 to Mohave County Building 2001 College Drive Lake Havasu City, AZ 86403	10 Meg	\$	\$	\$
10.	NEW – Mohave County Library 1770 McCulloch Blvd. Lake Havasu City, AZ 86403 to Mohave County Building 2001 College Drive Lake Havasu City, AZ 86403	50 Meg	\$	\$	\$
11.	NEW – Mohave County Senior Center 470 S. Acoma Blvd. Lake Havasu City, AZ 86406 to Mohave County Building 2001 College Drive Lake Havasu City, AZ 86403	10 Meg	\$	\$	\$
12.	<u>BUNDLE PRICE FOR ITEMS 1-11</u>		\$	\$	\$

Point to Point – Mohave County Metro Ethernet - Courts Network

The following Items 1-2 will be invoiced to: Mohave County, Attn: Court IT Department, PO Box 7000, Kingman, AZ 86402.

ITEM	LOCATION	DESCRIPTION	NCR	MRC	TAX
1.	Mohave County Court House 1222 Hancock Road Bullhead City, AZ 86442 to Mohave County Court House 401 Spring Street Kingman, AZ 86401	20 Meg	\$	\$	\$
2.	Mohave County Court House 2001 College Drive Lake Havasu City, AZ 86403 to Mohave County Court House 401 Spring Street Kingman, AZ 86401	20 Meg	\$	\$	\$
3.	<u>BUNDLE PRICE FOR ITEMS 1-2</u>		\$	\$	\$

Internet Service – Mohave County Metro Ethernet/Internet Network

The following Item 1 will be invoiced to: Mohave County, Attn: IT Department, PO Box 7000, Kingman, AZ 86402.
The following Item 2 will be invoiced to: Mohave County, Attn: School Superintendent, PO Box 7000, Kingman, AZ 86402
The following Items 3-5 will be invoiced to: Mohave County, Attn: Mohave County Library, PO Box 7000, Kingman, AZ 86402

ITEM	LOCATION	DESCRIPTION	NCR	MRC	TAX
1.	Mohave County Administration Building 700 W. Beale Street Kingman, AZ 86401	150 Meg	\$	\$	\$
2.	Mohave County School Superintendent Office 700 W. Beale Street Kingman, AZ 86401	5 Meg	\$	\$	\$
3.	Mohave County Library 3269 Burbank Avenue Kingman, AZ 86409	30 Meg	\$	\$	\$
4.	Mohave County Library 1170 Hancock Road Bullhead City, AZ 86442	30 Meg	\$	\$	\$
5.	Mohave County Library 1770 McCulloch Blvd. Lake Havasu City, AZ 86401	30 Meg	\$	\$	\$
6.	<u>BUNDLE PRICE FOR ITEMS 1-2</u>		\$	\$	\$
7.	<u>BUNDLE PRICE FOR ITEMS 3-5</u>		\$	\$	\$

OFFER FORM

TO MOHAVE COUNTY:

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

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business. Reference "Instructions to Offerors" (4).
No _____ Yes _____ Name & Position _____ (include additional page(s) if necessary)

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in RFP# 14-P-06, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Mohave County.

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

Awarded this _____ day of _____ 20____

Hildy Angius, Chairman