



# COUNTY OF MOHAVE

## NOTICE OF REQUEST FOR QUALIFICATIONS

**RFQ No. 09-PS-05**

### AERIAL MAPPING SERVICES

**RFQ DUE DATE:** **APRIL 22, 2009 AT 2:00 P.M. LOCAL AZ TIME**  
**SUBMITTAL LOCATION:** **Mohave County Procurement Department**  
**700 W. Beale St., First Floor East**  
**Kingman, AZ 86401**

**PRE-SUBMITTAL CONFERENCE DATE:** **APRIL 7, 2009**  
**TIME:** **10:00 A.M. LOCAL AZ TIME**  
**LOCATION:** Cholla Conference Room  
700 W. Beale Street, First Floor East  
Kingman, Arizona 86401

**QUESTIONS SHALL BE DIRECTED TO:** **ANNIE NEWTON-LAWSON,**  
**SENIOR PROCUREMENT OFFICER**  
**(928) 753-0752, Ext. 5**  
[annie.lawson@co.mohave.az.us](mailto:annie.lawson@co.mohave.az.us)

Notice is hereby given that the County of Mohave, hereinafter referred to as "County" is conducting a competitive two-step process to retain a consultant to provide professional surveying and aerial mapping services for Mohave County. Professional services will include, but are not limited to, surveying, aerial mapping and orthophotography.

Mohave County invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The highest qualified firms will enter into negotiations with the County for a fixed fee or cost plus fixed fee contract.

A complete copy of this RFQ and possible amendments may be obtained from our website at: [www.co.mohave.az.us/depts/purch/purch\\_default.asp](http://www.co.mohave.az.us/depts/purch/purch_default.asp). 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 Procurement Department, 700 W. Beale Street, 1<sup>st</sup> Floor East, Kingman, Arizona. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Procurement Department no later than **APRIL 14, 2009**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** The County reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all proposals are rejected.

March 25, 2009  
**Publish Dates**

## **INTRODUCTION/GENERAL**

Mohave County Flood Control District is soliciting submissions of qualifications from Professional Consulting Firms to provide services on an on call basis, as needed, for Aerial Mapping and Orthophotography Services in Mohave County. The County is desirous of maintaining a roster of up to three (3) firms to provide the services described herein on an ongoing basis. Only surveyors currently licensed in the State of Arizona may be used in the performance of assignments on behalf of the County. Responding firms must maintain an office within the State of Arizona.

The anticipated range of the fees will vary from approximately \$10,000.00 to \$500,000.00 for each individual project. Actual work is not guaranteed and will be dependant on the available budget.

## **SCOPE OF WORK**

The Mapping Areas will be determined and a Scope of Work (SOW) will be developed for each individual Project. The mapping areas will vary in size.

Unless otherwise directed by specific tasks identified in a subsequent Scope of Work (SOW), all work shall be performed in accordance the following document:

Arizona Spatial Data Accuracy and Georeferencing Standards, version 3.1 (November 8th 2008) and Federal Emergency Management Agency (FEMA), Flood Insurance Study, Guidelines and Specifications for Flood Hazard Mapping Partners, April 2003, Appendix B, herein referenced as FEMA Document.

All survey work performed to obtain topographic mapping shall meet or exceed Arizona Spatial Data Accuracy and Georeferencing Standards, Version 3.1 and FEMA minimum criteria as defined in the FEMA Document unless stated otherwise. This includes, but is not limited to, field control surveys and verification of profiles. Additionally, the Mohave County Flood Control District and/or its agent may perform additional cross sections and random point testing of the photogrammetric data in addition to the minimum criteria as defined in the FEMA document to independently verify the accuracy of the mapping and Digital Terrain model (DTM).

All digital mapping data shall be submitted to the Mohave County Flood Control DISTRICT using the Arizona State Plane Coordinate System US Survey Feet projection, Geometric reference system NAD 1983 (NSRS2007), Western Zone and the 1988 North American Vertical Datum (NAVD 88).

The CONSULTANT shall verify the accuracy of the mapping by the procedures called for in the FEMA Document or other methods approved by FEMA and at a minimum shall analyze the Control Network, the aerial triangulation (AT), DEM, and final DTM in addition to any surveys required within the Project Scope.

The CONSULTANT'S Registered Land Surveyor shall supervise all work and conduct reviews of products and technical data during the project. The Surveyor shall make a final review of all deliverables before sealing and signing them, certifying to their accuracy and completeness as required under Arizona Revised Statutes prior to releasing them to the Mohave County Flood Control District.

## **SELECTION PROCESS**

The County will utilize a Two-Step selection process for the final selection of top-rated consultants to perform professional surveyor services for the County.

**Step One** – Consists of a qualifications package submitted by those consultants interested in being considered for the Project. The County will short list up to five (5) consultants based upon a thorough evaluation of the qualifications submitted. Short-listed consultants may be asked to participate in telephone interviews during Step Two.

**Step Two** – Will consist of the selection of up to three (3) top-rated consultants following telephone interviews with the short-listed consultants. The County will initiate contract negotiations separately with each selected consultant to develop a fee schedule for surveyor services. If negotiations are unsuccessful, the County will formally terminate negotiations with that consultant and enter into this process with the next highest-ranked consultant.

## **INSTRUCTIONS TO OFFERORS**

1. **PRE-SUBMITTAL CONFERENCE:** The date and time of a prospective Pre-Submittal 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 Qualifications (RFQ) in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Qualifications 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 Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications. *"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. **SUBMITTAL FORMAT:** **Original and 3 copies (4 TOTAL) of each submittal** should be submitted on the form(s) and in the format specified in the RFQ. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFQ. **The sections of the submittal should be tabbed, clearly identifiable.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFQ. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.
3. **PREPARATION OF SUBMITTAL:**
  - A. All proposals shall be on the form(s) provided in this RFQ package. It is permissible to copy these form(s) as required. Facsimiles shall not be considered.
  - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the submittal.
  - C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
  - D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - E. Periods of time, stated as a number of days, shall be in calendar days.
  - F. It is the responsibility of all offerors to examine the entire RFQ package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a submittal confers no right of withdrawal after due time and date.
4. **WHERE TO SEND SUBMITTALS:** In order to be considered, the offeror must complete and send their submittal to the Department of Procurement at the location indicated on the Notice Page. The submittal must be received by no later than the specified opening date and time. The offeror's submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, SOLICITATION NUMBER, DATE, AND TIME of SUBMITTAL OPENING shall be written on the envelope.
5. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
6. **INQUIRIES:** Any question related to this solicitation 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 Solicitation number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing

questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.

7. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of a submittal. Any such request shall be for informational purposes only.
8. **CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the County may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the County to be necessary. In the event that the County is not able to negotiate successfully with the top ranked Offeror, the County shall cease negotiations with that Offeror and either commence negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the County is not able to negotiate successfully with the next ranked Offeror, the County shall cease negotiations with that Offeror and either commence negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the County.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of the solicitation, 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 the solicitation.

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

10. **FAMILIARIZATION OF SCOPE OF WORK:** Before signing a contract, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a Contract will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
11. **LATE SUBMITTALS:** Late submittals shall not be considered. 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 submittals and are advised herein that late submittals shall be rejected and returned to the firm regardless of reason for being late.
12. **WITHDRAWAL OF SUBMITTAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.
13. **AMENDMENT OF SOLICITATION:** The Offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.

- 14. SUBMITTAL:** The offer and any solicitation amendments must be signed and returned with the offeror's submittal.
- 15. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 16. SUBCONSULTANTS:** Offeror must list any subconsultant to be utilized in performance of services herein. For each subconsultant, detail on respective qualifications must be included.
- 17. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 18. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any RFQ is an offer to contract with the County based upon the contract provisions contained in the County's RFQ, 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 RFQ cannot be modified without the express written approval of the Procurement Manager 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 Manager or his designee, the contract provisions contained in the County's RFQ shall prevail.
- 19. SUBMITTAL RESULTS:** Results **are not** provided in response to telephone inquiries. A tabulation of submittals received is on file in the Department of Procurement and shall be available for review after final contract award.
- 20. 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 can be downloaded off of the procurement website. Public access to the Internet is available at all public libraries.
- 21. PREPARATION OF SUBMITTAL:**
- A. EVALUATION REQUIREMENTS:** The evaluation will be conducted in accordance with the following plan:
- 1) **Screening Phase:** The criteria for selecting firms under a one-step process, and for screening firms in the two-step process:
- Qualifications of the Firm
  - Firm Experience on Similar Projects
  - Experience and Qualifications of Team (including project manager and project engineer)
  - Available Resources to Complete Services (including evaluation of organizational chart)
  - Other Considerations, as Determined by the County(as detailed in the Uniform Consultant Questionnaire)
  - Past Performance

Past Performance shall be scored by the Selection Committee based upon all information from County Departments, Project Managers, outside agencies, and references provided by the consultant.

Points shall be assigned according to the above listed criteria. The firms will then be ranked and the County may enter into negotiations with the top-ranked firm. For a two-step solicitation, the top-ranked firms may be invited to participate in a telephone interview process.

- 2) **Interview Phase:** For those solicitations that will be a two-step evaluation process, the interview criteria will be established by the County and provided to the short-listed firms upon notification of their advancement to the second step.

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

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

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

1. **COVER LETTER** expressing interest in available projects. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 page maximum)
2. **UNIFORM QUESTIONNAIRE** (Items 1 through 6) It is preferred the answers to questions 1 through 6 be limited to ten (10) pages including graphs, charts, schedules, and any other associated material, but excluding resumes.

## **UNIFORM CONSULTANT QUESTIONNAIRE**

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

### **1. EXPERIENCE AND QUALIFICATIONS OF TEAM – 25 POINTS**

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

- Identify the project principal, project manager, key staff, and their qualifications and experience as they relate to these services.
- Extent of principal involvement.
- Team experience on similar contracts.
- Time commitment of key team members.
- Unique qualifications of key members.
- Qualifications and relevant individual experience.

### **2. FIRM EXPERIENCE ON SIMILAR PROJECTS – 25 POINTS**

The Consultant should describe the firm's experiences in dealing with the various aspects that will be involved with these services. Show how the experience relates to the categories outlined.

- Identify the type and location of similar work performed which characterizes the work quality. List specific references that may be contacted.
- How does the experience identified above relate to the services?

### **3. QUALIFICATIONS OF FIRM – 25 POINTS**

The Consultant should describe the firm's qualifications in regard to preparing studies, reports, plans, specifications, and estimates for civil engineering improvement projects. This section should list the key points of contact within the firm, and their individual and collective experiences in dealing with public agency staff.

- Describe the firm's management and organization capabilities.
- What internal procedures and/or policies are associated or related to work quality and cost control.
- Describe internal quality and cost control measures or procedures.
- Demonstrate the firm's responsiveness to owner's concerns.

### **4. AVAILABLE RESOURCES TO COMPLETE SERVICES – 10 POINTS**

Indicate the availability of the resources. The Consultant should describe the firm's current workload and its ability to complete these services in a timely manner. Submit a typical Organizational Chart of personnel to be assigned to a project together with the specific aspects of the project to which the designated individual will be involved. The chart should show the estimated time commitments of project manager and core project staff as a percentage of the unit total time for a typical project. The chart should clearly show if team members are from local or other offices or from associated firms.

- Submit a specific Organizational Chart of personnel to be assigned to the services together with the specific project tasks that will be performed by the designated individuals.
- Are resources currently available to perform the work for this contract?

- List other ongoing projects.
- Describe the firm's internal measures that will ensure timely completion.
- Identify the person who is responsible for maintaining the schedule.
- Identify the firm's record for project completion with other recent clients.

**5. PAST PERFORMANCE – 15 POINTS**

Scores shall be assigned based upon information obtained from County Departments, Project Managers, outside agencies, and references provided by the consultant.

**6. GENERAL**

**A. 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.

**B. Prior Experience**

Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

## **SPECIAL TERMS AND CONDITIONS**

1. **SOFTWARE COMPATABILITY:** For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the County shall furnish upon request all relevant data in the County's possession and shall direct County officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the County shall in no way relieve the Consultant from obligations under this Contract. The County does not warrant the compatibility of County furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

2. **INSURANCE PROVISIONS:**

**A. COVERAGE AFFORDED**

**MINIMUM LIMITS OF LIABILITY**

|                                                          |                                                                                                                   |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation                                    | Statute or a State Certificate of self-insurance and employer's liability insurance for not less than \$1,000,000 |
| Commercial General Liability                             | \$1,000,000 each occurrence<br>\$2,000,000 aggregate                                                              |
| Automobile Liability Insurance<br>to include any vehicle | \$300,000 combined single limit                                                                                   |
| Professional Liability                                   | \$1,000,000 each occurrence<br>\$2,000,000 aggregate                                                              |

**B. INSURANCE CONDITIONS**

1. **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- FSC VIII, 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.
2. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except 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.
3. **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 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. All insurance policies of the Contractor shall be primary in relation to the Additional Insured.

4. **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 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.**

5. **SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.
6. **PROFESSIONAL LIABILITY (Errors & Omissions):** Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provided coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The County may require a copy of the professional liability insurance policy to verify coverage.

When a self-insured retention (SIR) or deductible exceeds **\$25,000**, Mohave County reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non- renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

Insurance approved by Risk Management 03/10/2009 SM

3. **OTHER CONTRACTS:** The County may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other Consultants and consultants and with County employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other Consultants.
4. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the County shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the County only in accordance with those same rates.

The County will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested.

5. **CONFLICT OF INTEREST:** Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
6. **SOLICITATION AMENDMENTS:** Amendments may be obtained from the Procurement Department website at: [www.co.mohave.az.us/depts/purch/purch\\_default.asp](http://www.co.mohave.az.us/depts/purch/purch_default.asp). 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) 753-7052, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, 1<sup>st</sup> Floor East, Kingman, AZ 86401. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed solicitation amendments with the sealed submittal may be grounds for deeming the submittal non-responsive.
7. **OWNERSHIP OF WORK:** The originals of all documents provided to the Consultant by the County for review and all work product of the Consultant including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of the County, and are to be delivered to the County before or as a part of completion of the performance under any phase of this contract for which compensation and/or payment is requested by the Consultant. Any work produced under this contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Consultant pursuant to this Agreement (collectively 'Work Product') shall belong to the County. To the extent applicable law provides that any Work Product belongs to the Consultant rather than the County notwithstanding the preceding sentence, the Consultant assigns to the County all rights, title, and interest in and to such Work Product for no consideration other than that which is given in connection with this Agreement. The Consultant must promptly (1) provide the County with all information in the possession or under the control of the Consultant and relating to all Work Product and (2) at the request of the County, execute and deliver to the County each document and other writing, and take each other action, in order to assist the County in protecting its interest in any Work Product and otherwise enabling the County to use and enjoy any Work Product.

## **STANDARD TERMS AND CONDITIONS**

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

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.

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

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

- A. **County** – Mohave County, Arizona, 86401
  - B. **Agency or User Department** – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.
  - C. **Consultant or Firm** – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the County.
  - D. **Evaluation Committee** – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
  - E. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
  - F. **Contract** - The legal agreement executed between the County and the Consultant/Firm.
  - G. **County Project Manager** - The County employee specifically designated as responsible for monitoring and overseeing the Consultant's performance under this Contract. Also referred to as County Designated Contract Representative.
  - H. **Procurement Manager** - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
2. **NOTICE TO PROCEED:** The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
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 Consultant or any and all of Consultant's sub-consultants. Said audit shall be limited to this Contract and its scope of services.
4. **PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the County shall consider the extent to which the Consultant may be reasonably liable.

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

law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Contract.

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

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

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

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

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

**5. ADDITIONAL COMPENSATION:**

The Consultant shall submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

Without the prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this Contract.

**6. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract shall become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County shall not be used or released by the Consultant or any other person except with prior written permission by the County.

**7. DRAWING, STANDARD DETAILS, ETC.:** County drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the County. The County will furnish the Consultant with copies of the necessary standard County documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.

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

**9. PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

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

- 11. PROTEST PROCEDURE:** Should a firm believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
- A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Qualification and/or Request for Proposal shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
  - B. The signature of the protestor or its representative;
  - C. Identification of the solicitation number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
  - E. The form of relief requested.
- 12. CERTIFICATION:** By signature in the offer section of the Offer page, Consultant certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - C. The Consultant 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 Consultant submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind the Consultant to the Contract.
- 13. TERMINATION OF CONTRACT:**
- A. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
  - B. If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
  - C. If the termination is for failure of the Consultant to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the County.
  - D. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
  - E. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.
- 14. SUSPENSION OF WORK:**
- A. The County may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.
  - B. The Consultant agrees that no charges or claims for damages shall be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and

understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the County of any of the rights herein.

15. **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, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
16. **INDEPENDENT CONSULTANT:** 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. Consultant 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. The County will not provide any insurance coverage to Consultant, including Worker's Compensation coverage. The Consultant is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any.
17. **HUMAN RELATIONS:** Consultant agrees to abide by the provisions of the Mohave County Procurement Code relating to provisions against discrimination required in all County contracts.
18. **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.
19. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the County, the Consultant shall ensure that, whenever practicable, all printed materials produced by the Consultant in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
20. **PATENT INFRINGEMENT:** The Consultant shall defend any suit or proceeding brought against the procuring agency based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, and the Consultant shall pay all damages and costs awarded therein, against the procuring agency. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.
21. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
22. **CONFIDENTIALITY OF RECORDS:** The Consultant 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. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

23. **GRATUITIES:** The County may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County amending. 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 Consultant the amount of the gratuity.
24. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
25. **CONTRACT:** The Final Contract document shall be written and shall be based upon the RFQ and/or the Request for Proposal issued by the County, the offer submitted by the Consultant in response to the RFQ and/or the Request for Proposal, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFQ and/or the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Consultant; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
26. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
27. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
28. **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.
29. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
30. **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.
31. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the County's position within fifteen (15) days of receipt of written notice by the Consultant.
32. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant 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 sub-consultant were the Consultant referred to herein. The Consultant is responsible for contract

performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Consultant of the County's position within 15 days of receipt of written notice by the Consultant.

33. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
34. **ACKNOWLEDGMENTS:** Consultant acknowledges 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 Consultant or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
35. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, 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 but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Contractor's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Contractor, or anyone for whose acts Contractor may be liable. Contractor shall not be obligated to indemnify, defend and hold harmless the County for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the County, its agents or employees. The County reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.
36. **DUTY TO DEFEND:** Consultant shall, at its own expense, defend the County, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of the Consultant, or its subconsultants or agents, in connection with the performance or nonperformance of this contract.
37. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
38. **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.
39. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the County.
40. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Consultant or sub-consultant which is related to the performance of any contract as awarded or to be awarded.
41. **WORK SCHEDULE:** The consultant shall adhere to any and all work schedules developed under this contract.

The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the County for review and approval. It shall be the sole option of the County to approve any such requests. The County shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.

**42. FORCE MAJEURE:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-consultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**43. INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this Contract shall be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.

**44. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.  
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.

**45. BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.

**46. PROJECT LICENSES AND PERMITS:** Consultant shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:

- A. Army Corp of Engineers 404 Permit
- B. ADOT Permits
- C. Southern Pacific Railroad permits
- D. Arizona Department of Water Resources dewatering permit
- E. County permits
- F. Federal, State and Local authorizations
- G. ADEQ Permits
- H. Agricultural and Horticultural permits
- I. FAA permits

**47. 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.

- 48. 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.
- 49. SUBSEQUENT EMPLOYMENT:** The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. Section 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 Consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this Contract, unless the notice specifies a later time.
- 50. MINORITY/WOMAN BUSINESS ENTERPRISE:** Consultant agrees to give Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.
- 51. PROJECT COMPLIANCE:** At a minimum, the project shall be designed to comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this Contract. Therefore, the Consultant should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Consultant to alert the County of any deviation from this requirement.

*(Note: It is the Consultant's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations. The inclusion of this list is for informational purposes only and is not intended to be all inclusive).*

**FEDERAL:**

1. The Hazard Communication Act, CFR 1910-1200- handling hazardous materials
2. Resource Conservation and Recovery Act, 42 USC 6901 et. Seq.- Hazardous waste disposal
3. 36 CFR 800 – Protection of Historical and Cultural Properties
4. National Historic Preservation Act of 1966
5. 23 CFR 771 – Environmental Impact and Related Procedures
6. Americans with Disabilities Act (ADA), PL 101-336
7. Section 4(f) of the Department of Transportation Act
8. Executive Order 11988 (Floodplain Management)
9. FHPM 7-7-3 - Procedures for Abatement of Highway Traffic Noise and Construction Noise
10. FHPM 7-7-9 – Air Quality Guidelines
11. National Environmental Policy Act of 1969, 1973 and supplements
12. Executive Order 11990 (Protection of Wetlands)
13. Wild and Scenic Rivers Act of 1968
14. Section 404 of the Clean Water Act of 1977
15. Federal Farmlands Act of 1981
16. FHWA Technical Advisory T6640.8m, “Guidance Material for the Preparation of Environmental Documents”
17. Section 1424 (e) of the Safe Drinking Water Act (Sole Source Aquifer Review).
18. 36 CFR 60 – Determinations of Eligibility for Inclusion in the National Register of Historic Places
19. Public Law – 91-646 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
20. Wilderness Act of 1964, Public Law 88-577
21. Arizona Desert Wilderness Act of 1990, Public Law 101-628
22. Resource Conservation and Recovery Act (RCRA)
23. Comprehensive Environmental Response, Compensation and Recovery Act of 1980 (CERCLA)
24. Uniform Plumbing Code, as printed by the International Association of Plumbing and Mechanical Officials (IAPMO).
25. Uniform Building, Mechanical, and Fire Codes as printed by the International Conference of Building Officials (ICBO).
26. National Electric Code, as printed by the National Fire Protection Association, Inc. (NFPA).

27. Other Authorities: OSHA, Occupational Safety & Health Administration
28. Other governmental authorities having jurisdiction over the design or implementation of the Project.

**STATE:**

1. Arizona Revised Statutes (ARS) Title 34 Section 34-104 - Use of proprietary specifications
2. ARS Title 41 Section 41-844 - Findings of subsurface archaeological remains
3. ARS Title 34 Section 34-401 - Designing for the physically disabled
4. Arizona Native Plant Law
5. Arizona Historic Preservation Law
6. State Water Quality Law
7. ADOT Action Plan
8. ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
9. Arizona Uniform Plumbing Code
10. Arizona Environmental Quality Act (EQA)
11. Hazardous Waste Management Act (HWMA)
12. Underground Storage Tank Act of 1986

**LOCAL:**

1. The Mohave County Building Code
2. Drainage Report and/or Grading Permit
3. Industrial Wastewater Discharge Permit
4. Native Plant Preservation Ordinance
5. Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

52. **CONTINUITY:** Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for five (5) years after the termination of this Contract.
53. **TERRORISM COUNTRY DIVESTMENTS:** The successful Contractor shall at no time during the term of the contract be in violation of the U.S. Export Administration Act. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-391**.
54. **BUSINESS OPERATIONS IN SUDAN AND/OR IRAN:** The successful Contractor shall not have scrutinized business operations in Sudan and/or Iran. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-397**.
55. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

***“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”***

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

## **OFFER FORM**

### **TO MOHAVE COUNTY:**

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

#### **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 Consultant is now bound to provide the materials or services listed in RFQ No. 09-PS-05, including all terms, conditions, specifications, amendments, etc., and the Consultant's' Offer as accepted by County/public entity.**

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

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

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