



REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

NAVAJO COUNTY

WEBSITE DEVELOPMENT, HOSTING, AND MAINTENANCE

CONTRACT # B22-08-016

Date of Release: August 26, 2022

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NOTICE OF REQUEST FOR PROPOSALS
WEBSITE DEVELOPMENT, HOSTING AND MAINTENANCE
RFP NO. B22-08-016

The Navajo County Board of Supervisors is seeking proposals from qualified contractors to enter into a contract for Website Development, Hosting, and Maintenance.

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

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

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

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

RFP NUMBER: B22-08-016

PROSPECTIVE RESPONDENT DEADLINE FOR QUESTIONS: September 14, 2022 at 12:00 P.M. Local AZ Time

RFP DUE DATE: September 28, 2022 at 2:00 P.M. Local AZ Time

PUBLIC OPENING DATE: September 28, 2022 at 2:15 P.M. Local AZ Time

SUBMITTAL LOCATION: **Navajo County Board of Supervisors**
100 East Code Talkers Drive
P.O. Box 668 (If mailing USPS—must mail to PO Box)
Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO: Cheryl Hollins - (928) 524-4100
Cheryl.Hollins@navajocountyaz.gov

White Mountain Independent
8/26/2022 & 8/30/22 - Publish Date(s)

I. BACKGROUND

Navajo County is one of 15 counties in the State of Arizona. It is situated in the northeastern portion of Arizona and is well known for the White Mountains Region, the Painted Desert, the Petrified Forest, Route 66 and dozens of beautiful and majestic destinations. Our incorporated communities consist of the cities of Show Low, Pinetop-Lakeside, Snowflake, Taylor, Holbrook, Winslow and the unincorporated community of Heber-Overgaard, AZ. Navajo County also has the distinction of having three Native American communities in our county which include the Navajo Nation, the Hopi Tribe and the White Mountain Apache Tribe. We are most well known as a recreation wonderland for the Phoenix-Metro area, but we also have a strong industrial base, and our trade area is remarkably well situated.

Our bio-diverse region is rich in natural resources, including water, forest products and minerals. Open land is abundant, affordable and accessible. The variety of geography, resources and natural assets is truly impressive. We are very excited about our potential to become one of the world's largest suppliers of potash. It is estimated that there are up to 2.5 billion tons of potash in the Holbrook, AZ basin, which could provide for up to 80 years of production. We are also excited about the White Mountain Stewardship Contract and the Four Forest Restoration Initiative which are reintroducing the timber industry into our forests in a constructive and responsible manner.

In addition to the plentiful resources and access, you will find a wealth of recreational opportunities that await you. The largest stand of ponderosa pine graces our portion of northeastern Arizona. Opportunities for fishing, hunting and camping are plentiful throughout the Apache-Sitgreaves National Forest, Arizona State Parks, and the White Mountain Apache Indian Reservation. From the quiet, cool beauty of our mountain air, to the rich cultures of our communities, there's always something for every member of the family to experience no matter what the season. We have crystal-clear streams and lakes, as well as stunning vistas. Ski, tube or sled down snow-covered hills and then get warm by a fire in one of the area's lodges, hotels or resorts.

We have tremendous transportation access. Few other regions offer access to transportation assets and natural resources the way we do. Our County offers Interstate access and frontage, a strong state highway network and a location that is within four hours of Phoenix and Albuquerque. We are also within easy reach of the Arizona, California and Nevada markets, and less than eight hours from the Mexican border.

Almost 66 percent of Navajo County's 9,949 square miles is Indian reservation land. Individual and corporate ownership accounts for 18 percent; the U.S. Forest Service and U.S. Bureau of Land Management together control 9 percent; and the state of Arizona owns 5.9 percent. All of Navajo County is an Enterprise Zone.

II. PROJECT DESCRIPTION

Navajo County is seeking to update its public website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for design quality and visual appeal. The County would like decentralized

content management empowering our staff to easily create and manage website content in each department under the oversight of a central administrator. The new website must be ADA compliant.

The County seeks the assistance of an experienced company that can accomplish the goals of the County with all the functionality identified in this RFP. The County also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future. The County would like a vendor to provide hosting services for the website in a secure data center. The experienced company should have a team of experts who understand local government, to help us achieve our vision – all while providing 24/7/365 support.

III. REQUIRED FEATURES

The information below represents required functional capabilities in the selected content management system. This list is not all inclusive, so other functionality may be recommended or added. The County's new website vendor must be able to provide at a minimum, the components shown.

- **Alerts & Notifications** – Ability to display alerts prominently on the website, either on every page or on specific pages.
- **Archive Center** - Store agendas, minutes, newsletters, and other documents
- **ADA Compliance** - Latest updates to Section 508 of the Rehabilitation Act of 1973 applied to the design and management of the new website. System should alert to non-compliant content.
- **Browser-based Administration** - Update, delete and create content from any device with internet access
- **Calendar** - Update/publish calendars for departments/categories with a main calendar to display all events
- **Content Scheduling** - Set dates for content to automatically publish and expire
- **Database Customization** - Ability to create custom tables and upload data from Navajo County to be accessible for creating content on the website
- **Departmental Home Pages** - Ability for departments to have dedicated pages within the site that follow the same design as the other interior pages, mappable to domains other than the main county domain.
- **Directories for Staff** - Ability to allow citizens to search for staff department information
- **Document Center** - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents with the ability to limit file types
- **E-Notifications** - Subscribe to content and receive scheduled notifications through email and SMS. Ability to create unlimited subscriber lists, and communicate over multiple channels – email, text, and social media from a single point of access
- **Fillable PDF Documents** - Ability to fill and digitally sign PDF documents with option for approval process
- **Frequently Asked Questions** - Ability to categorize FAQs by department and page. The content should be searchable and able to be drilled down by typing (filtering).
- **Image Center** - Store images in a logical location on the website. On-the-fly photo inserting into content, like copy and paste. Allow limiting photo file size and dimension by automatically resizing if necessary.
- **I want to...** - Category-based action menu for quickly finding content. (Similar to Maricopa.gov)

- **Layout Templates** - Basic easy-to-use layouts for photos and paragraphs on general content pages
- **Levels of Rights/Permissions** - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles
- **Live Edit** - Add, edit, and move content directly on the front end of the site without the need to use or be trained in writing HTML or CSS code
- **News & Announcements** - Post news releases or updates to relevant pages based on category
- **Newsroom** – Newsfeeds, blogs (ex: Most Wanted page, press releases, incidents page)
- **Online Forms** - Create unlimited customizable forms, track, and export collected data. Forms should be dynamic, i.e., new options presented based on previous field entries.
- **Online Payments** - Ability to accept secure online transactions through our chosen payment processor
- **Printable Pages** - Print-friendly function
- **Responsive Web Design** - Fully mobile responsive design - site adjusts to the screen size of all devices it's being viewed on, including forms, calendars, etc.
- **RFP/RFQ/Bid Posting** - Allow for easy posting of bids to the site
- **Rotating Photos/Banners** - Slideshow capabilities with clickable photos
- **RSS Feeds Out** - Registration by Department or Category
- **Sharing Capability** - Links to share content via email and social media on every page
- **Site Search** - Internal site search engine and log of search terms
- **Site Statistics** - Analytics and site audit reports
- **Sitemap & Breadcrumbs** - Automatically generated and updated sitemap and breadcrumbs
- **Single-Sign-On Integration** – Content editor authentication through Azure Active Directory or similar
- **Social Media Interface** - Display social media feeds, press releases, blogs, newsletters. Allow quick share of posts on social media
- **Security** –
 - Must work with Cloudflare
 - Navajo County keeps full control of our domains
 - Uses a secure content management system
 - Ability to audit logins and track changes to pages
 - Integrating with Navajo County internal data must require pushes from Navajo County network and not pulls from outside of Navajo County network.
- **Test Site** - Ability to test functionality and content prior to publication
- **Tiny URL Creator** – For creating simple and small URLs for marketing
- **Themes** – Ability to change themes and customize CSS
- **Utilities** – Utilities to scan the website for issues including but not limited to misspellings, missing tags, invalid HTML, broken links, etc.

IV. OPTIONAL FEATURES / NICE TO HAVE

The features below are not required by the County at this time, but we would like information on them.

- **Audio Transcripts** – For certain documents (ex: Apache, Navajo)

- **Content Workflow** – Ability to approve content prior to posting
- **Request Tracking** - Citizens can submit requests with automated workflow to the correct individual or department with logging
- **Website Visitor Profile** - Visitors can pick and choose the information that automatically becomes fed to their profile upon site login.
- **Live chat capabilities** (Victim’s Advocate hotline)
 - Quick exit button for privacy
 - Anonymous messaging for tips and private advice
- **Online Training** – For things like poll worker training or how to install a car seat.
- **Integration with Kereo** (Health Department software)
- **Integration with MaintStar** (Public Works software)
- **Integration with The Sheriff App** - <https://thesheriffapp.com/>
- **Integration with current Sheriff software:**
 - Access Spillman Flex RMS via API
 - Everbridge – API to send messages through Everbridge
 - Inmate lookup from Spillman via API
 - Report a crime (anonymously if desired)
 - File a complaint or submit a tip
 - Crime statistics from Spillman (stats and map)
 - Records request for a police report

V. SYSTEM REQUIREMENTS

1. Web site will be hosted by the selected vendor
2. Web site ADA compliant
3. Multi browser support
4. Responsive design (mobile friendly)

VI. FORMAT FOR PROPOSAL

Navajo County will evaluate vendor experience, qualifications, and capabilities for developing and implementing a new website for the Navajo County. The Responders should submit a written narrative addressing each of the items below:

1. Executive Summary
 - a. Overview and summary of how your company will assist Navajo County in achieving the goals outlined in this RFP.
 - b. Any differentiators that set your solution apart from your competitors.
2. Company Profile
 - a. Company overview (Legal name of company, brief company history, highlight experience working with local governments, length of time the company has been in business, number of current employees)
 - b. Name, telephone number, and email address for the main point of contact during RFP process

3. Project Team

- a. Name and define the different roles in your company's project team
- b. Explain how your project team will communicate with the Navajo County and keep track of the development progress
- c. List any specific team leaders, including
 - Name and title
 - Description of role
 - Education and experience

One-source vendors are preferred. If utilizing subcontractors for any portion of the project including engineering, design or support, provide key personnel and company information.

4. Experience

- a. List five similar projects with the following information:
 - Client name
 - Website URL
 - Client contact person and title
 - Phone
 - Email address
 - Length of client-company relationship

5. Features, Functionality, & Design

- a. Detail availability of all features and functionality listed in **Section III Required Features, Section IV Optional Features / Nice to Have and Section V System Requirements** of this RFP.
- b. Provide a short narrative outlining your company's design process and benefits.

6. Implementation Plan

- a. Typical timeline/schedule
- b. Detailed explanation of all project phases including consultation, design, development, milestones, content migration, training, and implementation.
- c. Detailed explanation of Navajo County staff engagement/responsibilities in the project

7. Ongoing Services

- a. Continuing Service & Support
 - Technical support services - emergency and non-emergency availability.
 - Availability of online training manuals and ongoing support.
 - Describe product release, enhancement and upgrade process.
- b. Customer Service - Statement of customer service guarantees.
- c. Hosting & Security
 - Service Level 99.9% uptime (outside of scheduled maintenance)
 - Data Center
 - Tier II, managed network infrastructure, on-site power backup and generators, redundant network, 24/7/365 system monitoring, multiple data centers
 - Hosting
 - Automated software updates and security patches, redundant firewall solutions,

- o high performance SAN with N+2 reliability
- o Disaster Recovery
 - 24/7 emergency support, online status monitor, event notification emails, recovery time objective no greater than four hours, recovery point objective no greater than 24 hours, preemptive monitoring, geographically redundant backup.
- o DDoS Mitigation

8. Price Proposal

All-inclusive/Lump Sum pricing is required. Pricing should include:

- a. Development and implementation, including:
 - o CMS Software
 - o Number of pages for content migration & enhancement
 - o Number of days/hours of training – Specify if virtual or on-site. If on-site, indicate if travel is included or a separate cost
 - o Additional included products and/or functionality
- b. Annual services, including:
 - o Hosting & security
 - o Maintenance
 - o Technical Support
- c. Cost for future website redesign

9. Fees

- a. Total first year cost (combined one-time fees and first year annual fees)
- b. Annual fees beginning year 2

10. Separately list any optional project enhancements that you believe will benefit this project.

11. Additional Products Offered

- a. Give brief descriptions of other products offered by the company. Do not include marketing brochures, promotional collateral or excessive non-relevant information.

VII. INSTRUCTIONS TO OFFERORS

1. PREPARATION OF PROPOSALS:

- a. **One Original and two copies (three total) plus one pdf of the complete proposal on a USB flash drive** should be submitted addressing “Section VI Format of Proposal”. The original copy of the proposal should be clearly labeled "Original", double sided is permissible. The material should be in sequence and related to the RFP.
- b. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms as required. **Facsimiles, telegraphic proposals or mailgrams shall not be considered.**
- c. The **offer and acceptance page should be submitted and signed by the person authorized to sign the proposal.** Proposal may be deemed non-responsive and rejected if offer page is not signed.
- d. Erasures, interlineations, or other modifications in the proposal should be initialed

- by the authorized person signing the vendor offer.
- e. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - f. Periods of time, stated as a number of days, shall be in calendar days.
 - g. It is the responsibility of all Offerors to examine the entire Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
2. **INQUIRIES/ADDENDUMS:** Any request for explanation of the meaning or interpretations of the contract shall be submitted no later than **12:00 p.m. M.S.T., September 14, 2022** to allow a reply to reach all bidders before submission of their Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be posted on the County website by end of day on **Thursday, September 15, 2022**. Written request(s) shall be directed to the contact identified in the "Request for Proposal Notice." Navajo County takes no responsibility for informing recipients of changes to the original solicitation documents. Addendums can be obtained by calling (928) 524-4100 or checking the County website at:
<http://www.navajocountyaz.gov/Departments/Finance/Procurement>.
3. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit their Proposal to the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated on the Notice of Request for Proposals page. The Offeror's proposal shall be presented in a sealed envelope. The **words "SEALED PROPOSAL" with RFP TITLE, RFP NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.**
4. **LATE PROPOSALS:** Late proposals shall not be considered.
5. **ELIGIBILITY FOR COOPERATIVE PURCHASING:** The Offeror shall indicate on the **ELIGIBILITY FOR COOPERATIVE PURCHASING** page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.
6. **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.
7. **TERM OF CONTRACT:**
- a. **Initial Term:** The initial term of the contract shall be for one-year commencing on the date the offer was accepted by the Navajo County Board of Supervisors, unless terminated, canceled or extended as otherwise provided herein as provided for in A.R.S. 31 § 121.

- b. **Contract Extension:** Upon mutual agreement, this contract may be renewed up to (4) additional one-year terms or portions thereof.
 - c. **Modifications to Contract:** In the event that Navajo 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.
8. **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 Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract and may be subject to legal remedies provided by law.
 - c. 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.
 - d. 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.
 - e. 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.
9. **COST OF PROPOSAL PREPARATION:** Navajo 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.
10. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of Navajo County and shall become a matter of public record available for review subsequent to the award notification.
11. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The Procurement Manager 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.
12. **PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and will be available for review **after contract award**.

13. **PROTESTS**: A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposals shall be received at the Procurement Office before the Request for Proposals opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - a. The name, address, and telephone number of the protestor;
 - b. The signature of the protestor or its representative;
 - c. Identification of the Request for Proposals or contract number;
 - d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - e. The form of relief requested.

VIII. PROPOSAL EVALUATION REQUIREMENTS

The following criteria shall be used when evaluating proposal submittals received. The criteria is listed in no particular order.

1. Experience – 10 points
2. Features, Functionality, Design and Hosting – 35 points
3. Implementation – 10 points
4. On-going Services (Support) – 20 points
5. Price Proposal – 25 points

IX. GENERAL TERMS AND CONDITIONS

1. **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.
2. **TAXES**: No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in proposal price. Navajo County is not Tax Exempt. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
3. **DELIVERY**: It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.
4. **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.

5. OFFER AND ACCEPTANCE PERIOD: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for ninety (90) days. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.
6. 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.
7. 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.
8. 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.
9. CONTRACT NEGOTIATIONS: At the completion of the evaluation process, Navajo County may enter into negotiations with the top ranked Offeror to determine payment terms, and to negotiate any other portion of the Contract deemed necessary. In the event that Navajo County is not able to negotiate successfully with the top ranked Offeror, the County shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that Navajo County is not able to negotiate successfully with the next ranked Offeror, the County shall cease negotiations with that Offeror and either begin 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 Navajo County.
10. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposals, Navajo County reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. May make multiple awards
 - c. Reject any or all proposals, or portions thereof; or
 - d. Reissue the Request for Proposals.

A response to any Request for Proposals is an offer to contract with Navajo County based upon the terms, conditions, and specifications contained in this Request for Proposal. Proposals do not become contracts unless and until they are executed by an authorized agent of Navajo County. The Contract Documents comprise of the contract and all documentation provided in this RFP. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposals, unless any of the terms and conditions are modified by a Request for Proposals addendum, a contract amendment or by mutually agreed terms and conditions in the contract documents.

11. AGREEMENT ASSIGNABILITY: Without the prior written consent of the County, the Agreement is not assignable by Vendor either in whole or in part.
12. TERMINATION OF CONTRACT: This contract may be terminated at any time by mutual written consent, or by Navajo County, with or without cause, upon giving thirty (30) days written notice to you. Navajo County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Navajo County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Navajo County before the effective date of termination
13. ADVERTISING: Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.
14. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
15. PAYMENT: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from Navajo County within thirty (30) days.
16. HB 2151 – IRAN INVESTMENTS A.R.S § 35-393: Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Iran.
17. HB 2151 – SUDAN INVESTMENTS AND BUSINESS OPERATIONS A.R.S § 35-391: Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Sudan.
18. EQUAL EMPLOYMENT OPPORTUNITY: The following Equal Opportunity Clause set forth in Section 202; Executive Order No. 11246 shall be made a part of this Contract.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or disability.
- C. The Contractor will send to each labor union or representatives of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, and regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other actions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

19. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT:

- a. The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.
- c. Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the Vendor may be subject to penalties up to and including termination of the contract.
- d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the vendor or subcontractors is complying with the warranty under paragraph a.

20. **INDEMNIFICATION**: To the fullest extent allowable by law, Vendor shall defend, indemnify and hold harmless Navajo County and its representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from Vendor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. Vendor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Vendor's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

21. **LEGAL REMEDIES**: All claims and controversies shall be subject to the Navajo County Procurement Code.

22. **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, Navajo County may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible.

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

Bidder: A qualified firm submitting the bid.

County or Owner: Navajo County, Arizona.

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

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

Procurement Manager: The contracting agent for Navajo County.

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

X. CONTRACT PROVISIONS FOR FEDERALLY FUNDED PROJECTS

- A. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 must be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Appendix B is a copy of the current prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The County will report all suspected or reported violations to the Federal awarding agency.
- B. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County will report all suspected or reported violations to the Federal awarding agency.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the

definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required Appendix C. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PROPOSAL CHECKLIST

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

One Original and two copies (three total) plus one pdf of the complete proposal on a USB flash drive

Response to Proposal Evaluation Requirements (Section VI Format for Proposal – Page 7 - 9)

Proposal Checklist (this page)

Certification Regarding Debarment, Suspension And Other Responsibility Matters (Page 20 - 21)

Eligibility for Cooperative Purchasing (Page 22)

Offer Form (Page 23)

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS:

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

Signed and dated this _____ day of _____, 20_____

Business Name

Phone

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

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

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88)

INSTRUCTIONS FOR CERTIFICATION

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

ELIGIBILITY FOR COOPERATIVE PURCHASING

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

_____ YES – Eligible for cooperative purchasing

_____ NO – Not eligible for cooperative purchasing

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

OFFER FORM

TO NAVAJO COUNTY:

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

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

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

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in RFP# B22-08-016 including all terms, conditions, specifications, addendums, etc., and the Vendor's Offer as accepted by Navajo County.

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

Awarded this ____ day of _____ 20 ____

AUTHORIZED SIGNATURE