

## **Request for Proposals (RFP) Redistricting Consultant**

Graham County is seeking proposals for redistricting consultant services to perform preliminary data gathering to develop and assist Graham County in implementing new redistricting plans. The term of this contract shall be for one (1) year with the option to renew for one (1) additional one-year term (or any portion thereof) which shall be determined upon the necessity of continued redistricting efforts.

Competitive sealed proposals for the specified material or service shall be received by the office of the Board of Supervisors at 921 West Thatcher Blvd, Safford, AZ 85546, until the time and date cited. Graham County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of amendments with the solicitation response may be grounds for deeming submittal non-responsive.

**Interested offerors may obtain a copy of this solicitation by calling (928) 428-3250 or may pick up a copy of the proposal package at, 921 West Thatcher, Blvd, Safford, AZ 85546 at the Board of Supervisor's office, or may download the package at:**

**[www.graham.az.gov/227/Sealed-Bids](http://www.graham.az.gov/227/Sealed-Bids)**

For questions, please contact Dustin Welker at: [dwelker@graham.az.gov](mailto:dwelker@graham.az.gov)

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

Proposals must be submitted in a sealed envelope. The Request for Proposals **number, bidder's name and address** should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Procurement Officer listed above.

<b>RFP NUMBER:</b>	<b>#20/21-11</b>
<b>RFP DUE DATE:</b>	April 15, 2021 AT 6:00 P.M. LOCAL AZ TIME
<b>PUBLIC BID OPENING DATE:</b>	April 19, 2021 AT 8:00 A.M. LOCAL AZ TIME
<b>SUBMITTAL LOCATION:</b>	Board of Supervisor's Office 921 West Thatcher Blvd. Safford, AZ 85546

<b>DIRECT WRITTEN QUESTIONS TO:</b>	Dustin Welker, County Manager (928) 8428-3250 <a href="mailto:dwelker@graham.az.gov">dwelker@graham.az.gov</a>
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## **INTRODUCTION**

### **BACKGROUND**

Graham County is seeking proposals for redistricting consultant services. The 2020 census shall provide information that will require Graham County to prepare plans and implement redistricting of our boundaries. The term of this contract shall be for one (1) year with the option to renew for one (1) additional one-year term (or any portion thereof), should additional redistricting efforts be required.

### **SCOPE OF WORK**

Consultant shall perform or cause to be performed the following tasks in a timely and professional manner:

#### Preliminary Research and Reporting:

1. Address how Consultant will respond to late release of census data in relation to statutory deadline for adoption of new supervisorial districts.
2. Create a detailed demographic atlas; examine the physical and demographic makeup of the entire jurisdiction.
3. Identify communities of interest.
4. Digitize precinct and district maps.
5. Develop voting model of Graham County electorate.
6. Identify and analyze minority voting and all candidates who ran for office whether they were elected or not. Examine the magnitude and geographic extent of any racially polarized voting.
7. Examine recent state, county and city elections, at the voting precinct level – voter turnout numbers of candidates, race or ethnicity of candidates, winners' vote margins.
8. Assemble a directory of contacts.
9. Develop a process plan.
10. Utilize statistical regression to assess racially polarized voting.
11. Document all pre-redistricting activities.
12. Conduct a preclearance hazard review as deemed necessary or required.
13. Provide summary and report to Board of Supervisors, and staff.
14. Provide detailed timeline for all activities.
15. Assist the County with the preparation of appropriate social media notices regarding the redistricting process.

#### Outreach to Community Leaders (Provide timeline of events to complete the following):

16. Meet with key community leaders in business and civic organizations to explain the process.
17. Determine community leaders' expectations and seek suggestions about the process.
18. Develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process.
19. Prepare materials for public meetings.
20. Prepare maps illustrating topics examined in preliminary studies – thematic maps of census data and past election results; boundaries of school districts and other jurisdictional subdivisions; maps identifying neighborhoods, homeowners' associations and civic 'block watch' areas; maps of natural and man-made barriers.

21. Prepare public information handouts on various representation and process options.

Initial Meetings with Elected Officials and Staffs (Provide timeline of events to complete the following):

22. Conduct 'work-study' session for the board and staff, consultants will describe the process and the legal setting, and discuss 'districting principles' (district design criteria). Consultant shall assist stakeholders in identifying the jurisdictional priorities.
23. The consultant team will meet individually with elected officials and their staffs to seek input on possible or preferred configurations of districts.

First Series of Open House Meetings (Provide timeline of events to complete the following):

24. Consultant and county staff will coordinate a process to widely advertise the times, locations, purpose and importance of a series of public meetings to be held on the topic of districting/redistricting. Conduct public meetings. Consultant shall facilitate meetings and provide a short formal presentation on the scope, purpose, process, timelines, and legal issues. Consultant shall request input from the public at this meetings and document input.
25. Consultant shall distill input from public, key community leaders and elected officials and prepare report summarizing the process to that point.
26. Consultant team analyzes partial and whole plans submitted by residents.
27. Consultant team prepares alternate plans based on combinations of recurrent themes heard from participants or observed on resident-submitted plans.
28. Publish alternate plans.
29. Place newspaper ads showing alternate plans to be considered at public meetings. Include a public-comment form in the advertisement. Make sure to publish in minority race or language newspapers (if applicable).
30. Consultant shall invite and compile public comments.

Second Series of Open House Meetings (Provide timeline of events to complete the following):

31. Widely advertise the times, locations, and purpose of public meetings to be held to display proposed alternate districting plans being considered.
32. Conduct public meetings in an 'open house' setting and present the process up to that point, the features of each alternate plan, and the extent to which they incorporate ideas gathered in various public-input settings.
33. Preparation of final plan(s) for consideration by elected officials.
34. Consultant team prepares a second report summarizing the process to that point and containing an analysis of public reaction to the alternate plans.
35. Consultant team prepares a final plan (with one or two possible minor variant plans) for consideration.
36. Publish final plan. Place newspaper ads showing the final districting plan(s) being considered by the jurisdiction. Invite public comment through letters, e-mail, telephone, or by attendance and testimony at the adoption hearing.
37. Adoption of plan. Board/Council considers a final plan at a special meeting held specifically for that purpose.

## **DELIVERABLES**

1. Provide detailed requirements for Graham County to successfully prepare and implement the redistricting process.
2. Provide detailed timeline for all requirements of this scope of work.
3. Identify all legal requirements and the means in which to accomplish each step in the process.
4. Prepare all redistricting plans and media to advertise meetings and final adoption of the plan.
  - a. Graham County shall pay all the costs to advertise the plan and the public notices in the county's newspaper of record.
  - b. Reproduction costs for media developed by consultant shall be identified by the consultant and paid as additional costs to the contract.

## **INSTRUCTIONS TO OFFERORS**

1. **PROPOSAL FORMAT: Original and 6 copies (7 total)** should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and should be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
  
2. **PREPARATION OF PROPOSAL:**
  - a. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
  - b. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
  - c. Erasures, interlineations, or other modifications in the proposal should be initialed in original ink by the authorized person signing the vendor offer.
  - d. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - e. Periods of time stated as a number of days, shall be in calendar days.
  - f. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
  
3. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the offeror must complete and submit their proposal to the location indicated, on or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.
  
4. **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.
  
5. **INQUIRIES:** Any request for explanation of the meaning or interpretations of the Request for Proposal shall be directed to the County Manager whose name appears on the Request for Proposal Notice. Any request for explanation of the meaning or interpretations shall be submitted in writing no later than **12:00 p.m. Local AZ Time, Monday, April 5, 2021** 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 published on the county website [www.graham.az.gov/227/Sealed-Bids](http://www.graham.az.gov/227/Sealed-Bids) by end of day on **Thursday, April 8, 2021**. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal will be binding.

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. **CONTRACT NEGOTIATIONS:** The County reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted, and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
8. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:
  - a. Waive any immaterial defect or informality; or
  - b. Reject any or all proposals, or portions thereof; or
  - c. Reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by a duly authorized agent of the County.

9. **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 provided by the Contract, for lack of such familiarization.
10. **LATE PROPOSALS:** Late proposals shall not be considered.
11. **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.
12. **AMENDMENTS TO REQUEST FOR PROPOSALS:** The offeror shall acknowledge receipt of a Request for Proposal Amendment on the Proposal Checklist.
13. **SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and acknowledgement of any solicitation amendments must be signed and returned with the offeror's proposal.
14. **CONFIDENTIAL INFORMATION:** If a person believes any portion of a proposal, bid, 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 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.

15. **SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
16. **UPON NOTICE OF AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after notice of award, all documents necessary to the successful execution of the contract.
17. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the County Manager or his/her designee. If a proposal or offer is returned with modifications to the contract provisions not expressly approved in writing by the Manager or his/her designee, the contract provisions contained in the County's Request for Proposal shall prevail.
18. **PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Board of Supervisors Office and available for review **after contract award**.

# **PROPOSAL EVALUATION REQUIREMENTS**

## **I. PROPOSAL EVALUATION CRITERIA:**

1. Company Qualifications and Expertise (40) Points
2. Relevant Project Experience (35) Points
3. Price Proposal (25) Points

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

### **Company Qualifications and Expertise**

1. Years in business performing redistricting services.
2. Qualifications of firm, experience of team.
3. Awards, certifications, recognition for successful redistricting projects.
4. Specific experience, especially with respect to the preclearance requirements and successful redistricting implementation.

### **Relevant Project Experience**

1. Identify successful redistricting projects.
2. Identify process and process timeline.
3. References: List three references where you performed redistricting services similar to the service requested in this RFP.

### **Price Proposal**

1. Provide fee proposal as requested on the price page attached herein.

## **III. GENERAL**

### **A. 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 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.

### **B. 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.

### **C. Prior Experience:**

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

### **D. Multiple Awards:**

To provide adequate contract coverage, multiple awards may be made.

## **SPECIAL TERMS AND CONDITIONS**

1. **TERM AND RENEWAL**

The contract term shall be for one (1) year with the option to renew for one (1) additional one-year year term (or any portion thereof), should additional redistricting efforts be required.

2. **KEY PERSONNEL**

Provide a list of key personnel and their resumes who will be assigned to this contract.

3. **TRAVEL REIMBURSEMENT**

Shall be negotiated with successful proposer.

4. **HB 2151 – Iran Investments A.R.S § 35-397**

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 the vendor does not have scrutinized business operations in Iran.

5. **HB 2151 – Sudan Investments and Business Operations A.R.S § 35-397**

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 the vendor does not have scrutinized business operations in Sudan.

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

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.)

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.

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.

**Graham County**  
**Vendor Employment Record Verification Form and**  
**Employee Verification Worksheet**  
**Complete and return within 30 days of receipt or as specified in cover letter to:**

Graham County Board of Supervisors Office  
921 West Thatcher Blvd.  
Safford, Arizona 85546

A.R.S. §41-4401 requires as a condition of your contract verification of compliance by the vendor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the vendor shall attest it and all subcontractors performing work under the cited state contract meet all conditions contained herein. Failure to complete and submit this form and attached worksheet on or before the request date to the above cited address and/or the falsification of any information provided herein shall be considered a material breach of the contract.

Graham County RFP# _____		
Vendor Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The vendor complies with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of their employees; and
3. The vendor has identified all vendor and subcontractors employees who perform work under the contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, and A.R.S. §23-214.

Signature of Vendor (Employer) or Authorized Designee:
Printed Name:
Title:
Date: (month/day/year)

State of Arizona, Verification Random Review Form: October 2008.



## **STANDARD TERMS AND CONDITIONS**

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
  - C. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - D. The proposer submitting the offer hereby certifies the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of county, state and federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The

County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due, or for any damages as a result of termination under this paragraph.

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

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

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

6. **AFFIRMATIVE ACTION:** Contractor agrees to abide by the applicable provisions of the County. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
7. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement 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.
8. **PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded

therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

9. **DUPLEXED PAPER:** The Contractor shall ensure that, when practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies).
10. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
11. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls acceptable to the County for the purpose of assuring no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
12. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.
13. **GRATUITIES:** The County may, by written notice to the Contractor, cancel this contract if it is found gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
14. **APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the laws 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.
15. **CONTRACT:** The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's

Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

16. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Graham County Procurement Code.
17. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County Manager and persons duly authorized to enter into contracts on behalf of the Contractor.
18. **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.
19. **SEVERABILITY:** The provisions of this contract are severable to the extent any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
20. **PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on county property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the County Manager. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.
21. **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.
22. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County Manager. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
23. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County Manager. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the

subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

- 24. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 25. PROTESTS:** A protest shall be in writing and shall be filed with the County Manager. A protest of a Request for Proposal shall be received at the Board of Supervisors' Office before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
  - B. The signature of the protestor or its representative;
  - C. Identification of the Request for Proposal or contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
  - E. The form of relief requested.
- 26. WARRANTIES:** Contractor warrants all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 27. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Graham County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Contractor's work or services. Contractor's duty to defend, indemnify and hold harmless Graham County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting therefrom, caused in whole or in part by any act or omission of Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Graham County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

28. **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 Contractor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
29. **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 the other party give a written assurance of this intent to perform. In the event 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.
30. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.
31. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
32. **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 Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
33. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.
34. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
35. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
36. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
37. **LIENS:** All materials, services, and other deliverables supplied to the County under this

contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.

38. **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.
39. **LICENSES:** Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
40. **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.
41. **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.
42. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the County Manager is received by the parties to this contract, unless the notice specifies a later time.
43. **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 recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.  
**May:** Indicates something not mandatory but permissible.

For purposes of this contract and scope of work, the following definitions shall apply:

<b>"County"</b>	Graham County, Arizona
<b>"Contractor/Consultant"</b>	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Graham County.
<b>"Contract"</b>	The legal agreement executed between Graham County, AZ and the Contractor/Consultant.

**"Contract Representative"**

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

**"County Manager"**

The contracting agent for Graham County, Arizona.

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

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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

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Date \_\_\_\_\_ By \_\_\_\_\_  
Name and 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 this transaction. If it is later determined 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 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. The prospective primary participant 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 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 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 terminate this transaction for cause or default.

## **PRICE PROPOSAL**

1. Provide pricing proposal for all services described in RFP.
2. Identify expected travel expenses.
3. Identify/Itemize any other additional costs.

### **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 entered into a cooperative purchasing agreement with Graham 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

## PROPOSAL CHECKLIST

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 may be determined to be “nonresponsive” and rejected.

**REQUIRED DOCUMENTS**

**COMPLETED/EXECUTED**

Original and six (6) copies - (7) Total	_____
Copy of RFP included in proposal submittal	_____
Employment Record Verification Form and Employee Verification Worksheet (P. 11 &12)	_____
Certification Regarding Debarment, Suspension And Other Responsibility Matters (P. 21 - 23)	_____
Price Proposal (P. 24)	_____
Proposal Checklist (P. 25)	_____
W-9	_____
Offer Form (P. 26)	_____
Attachment A – Vendor References (P. 27)	_____

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_ Authorized Signatory for Firm \_\_\_\_\_ Title.

**OFFER FORM**

**TO GRAHAM COUNTY:**

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

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Phone: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Fax: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ACCEPTANCE OF OFFER:**

**The offer is hereby accepted.**

**The Contractor is now bound to provide the materials or services listed in RFP# \_\_\_\_\_, including all terms, conditions, specifications, Amendment's, etc., and the Contractor's" Offer as accepted by County/public entity.**

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

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

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

Attachment A

**Vendor References**

**FIRM SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

Vendor references will be checked prior to bid award recommendation. Substantial negative feedback may be reason for vendor’s bid to be deemed not responsible therefore rejected from further evaluation or bid award.

**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 bid.

**Prior Experience:** Prior experiences with the County and entities shall be taken into consideration when evaluating whether a bidder is responsive and responsible.