

***Navajo County in conjunction with the
Northeastern Arizona Local Workforce Development Board
Request for Proposals RFP No. B22-04-028
WIOA Title IB Adult, Dislocated Worker and Youth Career Services Provider***

Important Dates

Solicitation Questions Due:

May 18, 2022
5:00 PM MST

***Answers to Submitted Questions Posted to
Navajo County and ARIZONA@WORK websites***

May 20, 2022

Proposal Due Date:

May 26, 2022
2:00PM MST
100 E Code Talkers Drive
Holbrook, AZ 86025

Proposal Opening:

May 26, 2022
2:15 PM MST
100 E Code Talkers Drive
Holbrook, AZ 86025

Proposal Scoring Committee Discussions/Recommendation

May 31 – June 3, 2022

Tentative Selection Date:

June 8, 2022

Award Negotiations:

June 9, 2022 – June 14, 2022

Contract Term:

Initial Transition Period (*If New Service Provider is Selected*) – June 15, 2022 – July 30, 2022

Contract Performance Period – July 1, 2022 – June 30, 2024

Three (3) Two-Year Renewal Options

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I. NOTICE OF REQUEST FOR PROPOSAL

Navajo County is issuing this Request for Proposals on behalf of The Northeastern Arizona Local Workforce Development Board (hereinafter referred to as the LWDB) for the purpose of selecting a qualified WIOA Title IB Adult, Dislocated Worker, and Youth Career Services Provider. A copy of the WIOA and regulations may be accessed via the U.S. Department of Labor website (<https://www.doleta.gov/WIOA/>).

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisors' Office, 100 East Code Talkers Drive, P.O. Box 668, Holbrook, Arizona 86025, until the time and date cited. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive. The county reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized, or all proposals are rejected.

Proposals must be in the actual possession of the Clerk of the Board of Supervisors' 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 Clerk of the Board of Supervisors' Office.

Proposals must be submitted in a sealed envelope. The Request for Proposals **number, Offeror'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 Agent listed in this solicitation.

A complete copy of this RFP and amendments, if any, may be obtained by accessing our County Website: <https://www.navajocountyaz.gov/Departments/Finance/Procurement>, the LWDB Website: www.arizonaatwork.com/locations/northeastern-arizona, or by contacting the Procurement Officer listed below. Offerors are invited to review the information and to submit their proposal in accordance with the criteria established within this RFP. Any request for explanation of the meaning or interpretations of the RFP should be submitted no later than **5:00 p.m. M.S.T., May 18, 2022**. If the Department determines interpretations or explanations are warranted, the response will be issued as an amendment to the RFP and will be posted to the website identified above. Oral statements or instructions shall not constitute an amendment to the RFP. Any Questions received after **May 18, 2022** may not receive a response. Written request(s) shall be directed to the Procurement Officer listed below.

RFP NUMBER: B22-04-028
RFP DUE DATE: May 26, 2022, 2:00 PM MST
PUBLIC RFP OPENING: May 26, 2022, 2:15 PM MST
SUBMITTAL LOCATION: Navajo County Clerk of the Board of Supervisors' Office
100 East Code Talkers Drive, P.O. Box 668
Holbrook, Arizona 86025
DIRECT WRITTEN QUESTIONS TO: Cheryl Hollins, Procurement Officer
Cheryl.hollins@navajocountyaz.gov
(928) 524-4100

Publish Dates:

Holbrook Tribune 5/3/22 & 5/10/22
White Mountain Independent (Navajo/Apache) 5/6/22 & 5/10/22
Globe Silver Belt 5/4/22 & 5/11/22
Payson Roundup – 5/6/22 & 5/10/22

II. INTRODUCTION

The purpose of this Request for Proposal is to solicit proposals from qualified entities for a WIOA Title IB Adult, Dislocated Worker, and Youth Career Services Provider for the Local Workforce Development Area, which includes all non-tribal lands within Navajo, Apache, and Gila Counties.

The period of performance will be July 1, 2022 through June 30, 2024 with a transition period from previous provider (if applicable) June 15 – June 30, 2022 (if applicable). Upon mutual agreement, the contract will have the option to renew up to three (3) Two-Year Renewals.

In preparing a response to the Request for Proposals, emphasis should be concentrated on the Request for Proposals instructions, responsiveness to requirements, completeness and clarity of content. Elaborate and lengthy proposals are neither necessary nor desired. Bidders are encouraged to follow the sequence of the sections of this RFP as they develop their bids. Proposals will be evaluated by members of the LWDB and LWDB Staff.

III. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and became effective July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA is designed to help both job seekers and businesses. WIOA addresses the needs of job seekers by establishing a workforce system that helps them access employment, education, training and support services to succeed in the labor market. WIOA addresses employer needs by matching them to the skilled workers they need to compete in the global economy.

One-Stop System

ARIZONA@WORK is the branded name of the statewide one-stop system that helps employers of all sizes and types recruit, develop and retain the best employees for their needs. For job seekers throughout the state, the one-stop system provides services and resources to pursue employment opportunities. By developing the state's workforce and matching employers with job seekers, Arizona's economy is strengthened. ARIZONA@WORK Northeastern Arizona is one of 12 regional areas all working together through one organization—ARIZONA@WORK—and all sharing one mission: providing innovative workforce solutions to employers and job seekers.

The one-stop system is designed to enhance access to services and improve long-term employment outcomes for individuals seeking assistance. The regulations define the system as consisting of one or more comprehensive, physical American Job Center(s) in a local area

that provide the core services specified in WIOA.

Local Workforce Development Area

The Northeastern Arizona Local Workforce Development Board (LWDB) is a local workforce development board established by federal law through the Workforce Innovation and opportunity Act (WIOA) in 2014 and its Final Rules as published in Federal Register Vol. 81 No. 161. It is one of 13 workforce development boards across Arizona that direct federal, state and private funding resources for educational and occupational skills programs. The LWDB is a business-led, policy-setting board that oversees workforce development initiatives in the Local Workforce Development Area (LWDA). The LWDB is composed of volunteers from business, civic, education, labor, and community leaders. The LWDA includes Navajo, Apache, and Gila Counties in Northeastern Arizona. ARIZONA@WORK Northeastern Arizona, under the purview of the LWDB, currently includes one comprehensive four affiliate job centers as well as one mobile job center.

The LWDB has developed the framework for the Local Workforce Development Plan and has identified the following strategic goals for ARIZONA@WORK Northeastern Arizona, the local one-stop system:

1. Create a local workforce system that is relevant to business customers.
2. Establish sector relationships and a career pathway model to grow the talent pipeline of new and emerging in-demand industries and occupations.
3. Embrace a Customer-Center Design that serves diverse populations to improve the processes and procedures.
4. Identify industries that have sustainable wage and career opportunities.
5. Support dynamic partner alignment and integration to better serve business customers and jobseeker clients.
6. Document evidence-based return on investment through a performance management dashboard to track employment, retention, wages, and educational attainment.

The role of the Adult, Dislocated Worker, and Youth Career Services Provider includes the following:

1. Providing basic career services including, but not limited to, participant intake (eligibility determination for WIOA services), orientations, initial assessments, employment services, and referrals to other partners and services;
2. Providing individualized career services including, but not limited to, comprehensive and specialized assessments, case management, individual employment plans including training, career planning, and vocational counseling;
3. Coordinating with One-Stop Operator to Provide Rapid Response Services

Resources

The LWDB has developed a Workforce Development Plan that contains significant information about the co-located partners at the One-Stop service delivery site, as well as

labor market information about the area. The July 1, 2020 to June 30, 2024 Local Workforce Development Plan may be accessed at <https://arizonaatwork.com/locations/northeastern-arizona/additional-information>

IV. SCOPE OF WORK

Career Services For Adult, Dislocated Workers, And Youth

The LWDB seeks proposals for providing career services to Adults, Dislocated Workers and Youth Participants within the ARIZONA@WORK System of Northeastern Arizona. Career services include all WIOA Adult, Dislocated Worker, and Youth funding for staff who provide Basic and Individualized services to customers and all training and support services provided to participants.

For guidance on Adult Dislocated Worker, and Youth Basic vs. Individualized career services, please see the [Arizona Department of Economic Security Policy and Procedure Manual – Workforce Innovation and Opportunity Act, Section 100 – Adult & Dislocated Worker Program Registration, Eligibility, Enrollment, and Tracking Eligibility Policy, Section 200 – Adult & DW Program Career Services Policy, Section 300 – Youth Program, Section 400 – Supportive Services, and Section 500 – Training Services.](#)

For each proposal, bidders must clearly detail and describe how the organization will develop and implement career services activities. The Service Provider will deliver the Adult, DW and Youth Program Design Framework Services. This Service Provider will also provide portions of certain program elements such as work experience, internships, and job shadowing. For those specific elements, the Service Provider will identify and qualify the worksites that will be used, but the actual work experience, internship, and job shadowing will be conducted at the worksite of other public and private entities.

Minimum Qualifications

- Contractor must have three years' experience providing integrated workforce and employment service delivery among at least three distinct programs or partners.
- Each proposer must demonstrate in its proposal that it meets the minimum qualifications, or its proposal will be disqualified as non-responsive.

Sub-recipient Performance will be based on the following measures:

Adult – Dislocated Worker Measures

1. **Budget Management and Expenditures** - Of the direct client dollars budgeted to the Service Provider, at least 65% will be obligated each year by March 31st. Documentation sources will include budget reports submitted to NEWDB staff including Work Based Learning, Occupational Skills Training, Supportive Services or any other obligations by customers.

2. **Resolved Monitoring and No Disallowed Costs** - Absence of unresolved monitoring issues and absence of disallowed costs as evident by monitoring and/or audit by DES, OAG, DOL, LWDB and Fiscal Agent monitoring documents on or at the end of the third quarter of this contract.
3. **Work Based Learning** – Adults and Dislocated Workers who are enrolled in Registered Apprenticeships, On-the-Job Training, Job Shadowing and Work Experience activities. Work Based Learning activities may be progressive and built into the IEP and a progressive career pathway. Participants may enroll in a second Work Based Learning activity if it is a different activity than the first and if there is sufficient documentation to justify the opportunity is necessary to support the participant’s goals. The Service Provider will use Arizona Job Connection to validate these activities. This information will be reviewed for accuracy and performance verified by the LWDB staff.
4. **Participants Receiving Industry Recognized Credentials** - Measures the number of participants enrolled in Occupational Skills Training during the program year and receiving an industry recognized credential. The measure counts the number of participants who receive an industry recognized credential during the program year. Participants who receive stackable credentials may be counted multiple times in a program year. The Service Provider will provide reports from Arizona Job Connection that validate the number of participants who have received a credential. This information will be reviewed for accuracy and performance by LWDB staff.
5. **Priority and Vulnerable Populations** -Number of clients enrolled as priority and vulnerable populations as described in [Sections 100 and 200 of the Arizona Department of Economic Security WIOA Title IB Policy and Procedure Manual](#) including, veterans and eligible spouses, justice involved, dropouts, aging out of foster care, TANF recipients, homeless, older individuals -defined as individuals who are age 55 and older, individuals with disabilities etc.. This will be measured by receiving a list from the Service Provider of all Adult and Dislocated Worker participants in these categories. This information will be reviewed for accuracy and performance verified by LWDB staff.

Youth Measures

1. **New Youth Enrollments.** Projected number of new Youth enrollments evident through validation in Arizona Job Connection and quarterly tracking reports provided by the Service Provider and verified by LWDB staff.
2. **Work Based Learning** –Youth participants enrolled in Registered Apprenticeship, Pre-Apprenticeship, Job-Shadowing, On-the-Job Training and Work Experience activities to ensure the requirement that 20% of Youth funding is utilized for Work Experience Activities is met. Work Based Learning activities may be progressive and built into the IEP and a progressive career pathway. Participants may enroll in a second Work Based Learning activity if it is a different activity than the first and if there is sufficient documentation to justify the opportunity is necessary to support the participant’s goals. The Service Provider will report monthly on all Work Experience Activities and 65% of the required expenditure amount will be expended by March 31 of each Program Year.

3. **Participants Receiving Industry Recognized Credentials** - Measures the number of Youth participants enrolled in Occupational Skills Training during the program year and receiving an industry recognized credential. The measure counts the number of Youth participants who receive an industry recognized credential during the program year. Participants who receive stackable credentials may be counted multiple times in a program year. The Service Provider will provide reports from Arizona Job Connection that validate the number of participants who have received a credential. This information will be reviewed for accuracy and performance by NEWDB staff.

*The NEAZ LWDB reserves the right to modify and/or clarify the measures during negotiations.

The determination of whether the Sub-recipient has met or exceeded the performance items shown above will be made as of March 31st of the contract period. To be determined to have satisfactory performance, the Sub-recipient must meet 8/10 performance items listed above with no measure falling below 90%. Even though the Sub-recipient may meet or exceed the performance measures shown above the Sub-recipient must also submit a satisfactory budget for the extension period. The budget for the extension will be negotiated.

Program and Performance Measures - The contract that results from this RFP will have certain requirements for performance. The contract may require that the Sub-recipient submit reports of expenditures, clients served, goals versus actual performance reports, WIOA performance reports, audits, reviews made by other entities, or other information that is necessary for the LWDB to evaluate the performance of the Sub-recipient. The contract may have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available. The contract may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained. It is also possible to eliminate specific service areas from the contract should the Sub-recipient fail to meet minimum performance standards in each of the areas.

Staffing - In efforts to maintain the continuity of programs and services, the successful proposer for WIOA Title 1 services will retain current project leadership and career managers for at least the first ninety (90) days of the contract period. Additionally, the successful proposer will carryover accrued leave for incumbent staff and provide health benefit coverage day one of employment.

Transitioning - The Sub-recipient will be required to continue to provide services to customers that are transitioned from the previous Sub-recipient that is providing the services included in this proposal. The new Sub-recipient must assure that the original plan of services for the customer will be followed with no interruptions in service to the customer. Costs for these “transitioned” or “inherited” customers must be factored into the costs that are included in the budgets for this proposal.

Reporting - The Sub-recipient agrees to provide certain reports to the Board relating to the expenditures or performance of work under this contract. The Sub-recipient specifically agrees

to provide a monthly determination of expenditures classified so that the LWDB can readily and accurately determine cost categories. The Sub-recipient agrees to provide reports to the LWDB, and/or Local Elected Officials regarding such items as the contract expenditures, expenditures compared to the budget, current progress toward meeting performance measures, audit reports, monitoring reports, participant counts and other reports that are determined to be necessary.

Items that may be required to be reported to LWDB on a monthly basis are:

- Number of Participants beginning education/training activities
- The types of services that were provided
- The costs of those services
- Number of Participants completing education/training activities
- Number of Participants completing education/training activities that received a credential
- Identify the types and number of credentials earned by type
- Number of Participants who completed education/training and entered unsubsidized employment
- Number of Participants who entered unsubsidized employment after training and are employment in the first and fourth quarter following the initial placement
- Number of Participants by county and expenditures

The chart shown below represents the preferred WIOA Title IB staffing structure and positions in the ARIZONA@WORK Job Centers and/or County of the LWDA. The Sub-recipient chosen through this RFP will be expected to provide Title I services in each of these centers however has the flexibility to propose different staffing models/levels including the flexibility to modify service delivery including utilizing staff that are focused on the delivery of either Adult and Dislocated Worker services or Youth services.

Locations of Workforce Centers and Current Delivery Methods

County/Center(s)	Delivery System	Current Staffing Provided by WIOA Title Program Funds
Gila County Globe, Payson	(1) Comprehensive Center delivering integrated services with other One-Stop Partners and (1) Affiliate Center delivering Career Services and Individualized Services as needed and determined by customer flow.	2.0 FT staff to provide delivery of WIOA Title IB services.
Apache County/ Mobile Job Center	(1) Mobile Job Center with (1) additional office used as a “home-base” for staff	1.0 FT staff to provide delivery of WIOA Title IB services.
Navajo County/Show Low, Winslow, Holbrook	(3) Affiliate Centers delivering Career Services and Individualized Services as needed and determined by customer flow + Community College Satellite with a	2.0 FT staff to provide delivery of WIOA Title IB services + .5 FT staff to provide delivery of WIOA Title IB services and College

	staff whose salary is shared with the community college	Academic Advising services.
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Availability of Funds

Navajo County and the LWDB anticipate allocating approximately \$265,000 of Adult/ Dislocated Worker funding and \$380,000 Youth funding for this contract. Funding during the contract term is subject to change based on WIOA funding levels received by the County.

Please note that the LWDB is and will remain the responsible party for the Infrastructure Funding Agreement (IFA) for the Job Centers in the local area. The LWDB currently pays all IFA costs allocated to Title IB programming and will continue to pay those costs. The Title IB Program staff will be provided with office/cubicle space in the LWDB administrative office. As such, occupancy costs should not be included in the budget attached to this proposal.

All contracts are subject to the availability of funds.

Invoice Process

The LWDB will use a cost-reimbursement contract. The selected bidder will be reimbursed for allowable actual service delivery costs monthly after submittal and approval of payment vouchers as instructed in the contract. Bidder should plan for payments to be net 30, this could result in up to 60 days before expenditure is reimbursed.

In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

The successful bidder shall create, collect, and maintain all records relating to Adult, Dislocated Worker, and Youth Programs that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of Labor. The successful bidder is required to provide support for WIOA service providers, co-located and non-co-located partners to meet or exceed their goals

V. BIDDER INSTRUCTIONS

1. Format Requirements

- A. Proposals must be typed and must be submitted on 8 ½ by 11- inch plain white paper in 12-point Times New Roman font with one inch margins. Double-sided submissions are acceptable.
- B. Responsive proposals will be formatted using the following section headers and meet the criteria listed below:

Implementation

- Describe how you plan to perform those services listed in the Scope of Work.
- Describe how you will onboard existing staff including assessment of current participant case loads and immediate training needs
- Describe your ability to immediately begin providing the services beginning July 1, 2022 and a timeline for full implementation.

Organizational Background and Capacity

- Describe your organization and detail why your organization is in the best position to deliver the requested services.
- Describe how your organization's goals align with those of the WIOA workforce system?
- What experience do you have in working with WIOA partners or within the WIOA system?
- If a consortium is responding to this RFP, describe the makeup of your group: who is included, how decisions will be made, how duties will be divided, how payments will be directed, and what happens in the event of a disagreement amongst consortium members.
- Provide a description of the financial management capabilities of your organization.

Past Performance History

- Provide examples of relevant experience providing similar services.
- Describe past experience, if any, with the one stop service delivery model under WIOA (or similar programs).
- Provide performance data for any WIOA program services provided during the most recent two program years.
- Provide three references with which your organization has worked within the last five years. Include: Name of organization, name of contact person, address, phone number, e-mail address, how this contact is familiar with your work, the nature of work performed, and the start/end dates of the work delivered.

Budget

- Provide a budget clearly outlining funds needed.
- Include a budget narrative that describes the funds' purpose in performing the requested services. Include job descriptions and number of hours per week estimated for any staff positions.
- Include in the budget narrative the anticipated number of enrollments, number of participants receiving training services, and number of participants receiving a paid or unpaid work experience for each program based on the funding levels.
- In-kind contributions, if any, should be on the budget and described in the budget narrative.

- All budget line items should be necessary, allowable, and reasonable.
2. Bidders must submit one original proposal package with completed and signed Statement of Assurances.
 3. The proposal must be submitted in the order outlined below:
 - A. Table of Contents
 - B. Executive Summary
 - C. Proposal Narrative
 - D. Budget Worksheet
 - E. Budget Narrative
 - F. Required Attachments
 - Statement of Assurances – Signed by an individual with authority to sign on behalf of the bidder.
 - Organizational Chart

VI. SELECTION PROCESS

The proposal criteria provide a guideline for proposers and reviewers; however, the final decision for contract award rests solely with the LWDB. The LWDB is not required to contract with the entity receiving the highest score from the proposal review process. Proposals that do not meet minimum standards will be considered nonresponsive.

Proposals in compliance with this RFP that meet the minimum requirements will be scored on program design and elements with possible points as follows:

2.1 Implementation		50/100 points
A.	Strategies for performing the Scope of Work	20
B.	Staffing Plan	20
C.	Ability to begin Implementation on July 1, 2022	10

2.2 Organizational Background and Capacity		15/100 points
A.	History of the organization	3
B.	Description of qualifications	3
D.	Staffing and management structure (attach – org chart)	2
E.	Staff experience and workforce knowledge	2
F.	Ongoing staff development plan	2
G.	Grant recipients/fiscal agent role and fund accounting experience	1
H.	Examples of workforce system/service delivery improvements (3)	2

2.3 Past Performance History (ALL)		15/100 points
A.	Ability to meet stated program performance goals and objectives	9
B.	Experience using data systems to capture service delivery info	3
C.	Experience using performance data to drive service design and delivery	3

2.4 Budget		20/100 points
A.	Description of Funds Needed	8
B.	Description of how Funds will be used to Accomplish Scope of Work	6
C.	Budget Line Items appear necessary, allowable, and reasonable	6

The Local Workforce Development Board will convene a scoring committee which will meet to evaluate Request for Proposals and recommend which proposal, if any, should be awarded the WIOA Title IB Adult, Dislocated Worker, and Youth Services Provider contract. The LWDB anticipates it will make a final decision on awarding of a contract at its June 8, 2022 meeting.

VII. GENERAL PROCUREMENT STATEMENTS

1. Navajo County is an Equal Opportunity Employer and operates equal opportunity programs and encourages competition at all levels. Any interested and qualified bidder is encouraged to submit a bid.
2. Prospective bidders should inform the County if the specifications or other proposal requirements are faulty, unnecessary, or inhibit competition. The County and the LWDB will determine whether such information from any bidder has merit and if so, an amendment will be issued.
3. Amendments to the solicitation may be obtained during regular business hours by contacting the Procurement Officer listed in the Notice of Request for Proposal or may check the County website at: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>. It is the prospective bidder’s responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document.
4. 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. All prospective bidders must adhere to the applicable Office of Management and Budget (OMB) circulars and any applicable LWDB policies and regulations. The proposals will not be available for public viewing until after a contract with the new

service provider is finalized. All information not deemed Proprietary and contained in bid responses will become open for public review once a contract is signed or all bids are rejected.

6. This RFP does not commit the County or the LWDB to award a contract. The LWDB reserves the right to accept or reject any or all proposals received, and to accept or reject portions of proposals received.
7. The LWDB may award more or fewer dollars to any budget proposal, unless the bidder qualifies its proposal by specific limitations. All awards are contingent upon fund availability.
8. All awards are contingent upon demonstrated administrative capacity of the bidder, as determined by LWDB staff.
9. No costs will be paid to cover the expense of preparing a proposal or negotiating a contract for services.
10. No contracts will be awarded as a result of this RFP without approval of the LWDB. Further, the LWDB reserves the right to withdraw from negotiations at any time before a contract is executed.
11. Any contract entered into may be terminated for fiscal necessity, convenience, or for breach as required by the United States Department of Labor.

Limitations

1. The LWDB reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
2. The LWDB reserves the right to award a contract for any services solicited via this RFP in any quantity the LWDB determines is in its best interest.
3. Proposers shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the LWDB for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
4. No employee, officer, or agent of the LWDB shall participate in the selection, award or administration of a contract supported by WIOA funds, if a conflict of interest, or potential conflict, would be involved.
5. A contract with the selected bidder may be withheld, at the LWDB's sole discretion, if issues of contract or questions of non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The LWDB may withdraw award of a contract if the resolution is not satisfactory to the LWDB.

VIII. STATEMENT OF ASSURANCES

The undersigned party acknowledges and assures that _____
(Provider Name) responsible for providing the services for which it has applied will abide and comply fully with all state, federal, and local, laws, ordinances, rules, regulations and/or executive orders, including but not limited to provisions of the laws listed below:

- WIOA Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified people with disabilities based on disability;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines. 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.52.
- CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189)
- 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I-financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I-financially assisted program or activity. The undersigned understands that the United States has the right to seek judicial enforcement of this assurance.

Name and Title of Authorized Representative

Signature

Date

Title

IX. RFP STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

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

May: Indicates something that is not mandatory but permissible.

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

- A. **County** – Navajo County, Arizona 86025
- B. **Agency or User Department** – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.
- C. **Consultant or Firm** – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the County.
- D. **Evaluation Committee** – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
- E. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- F. **Contract** - The legal agreement executed between the County and the Consultant/Firm.
- G. **County Project Manager** - The County employee specifically designated as responsible for monitoring and overseeing the Consultant's performance under this Contract. Also referred to as County Designated Contract Representative.
- H. **Procurement Manager** - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.

2. **NOTICE TO PROCEED:** The Contractor agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

3. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Consultant or any and all of Consultant's sub-consultants. Said audit shall be limited to this Contract and its scope of services.

- 4. PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the County shall consider the extent to which the Consultant may be reasonably liable.

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

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

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

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

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

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

5. ADDITIONAL COMPENSATION:

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

Without the County Procurement Manager's prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those

already set forth under this Contract.

6. **EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract shall become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County shall not be used or released by the Consultant or any other person except with prior written permission by the County.
7. **DRAWING, STANDARD DETAILS, ETC.:** County drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the County. The County will furnish the Consultant with copies of the necessary standard County documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.
8. **ADVICE AND CONSULTATION:** The Consultant shall be available to the County for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.
9. **PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.
10. **TIME RECORDS:** The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The County shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the County to be incomplete or erroneous.
11. **PROTEST PROCEDURE:** Should a firm believe that the County has not properly followed the selection procedures as outlined in the Arizona Procurement Code, the firm may file a protest as described in the Arizona Administrative Code R2-7-903.

A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Qualification and/or Request for Proposal shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

12. CERTIFICATION: By signature in the offer section of the Offer page, Consultant certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The Consultant submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind the Consultant to the Contract.

13. TERMINATION OF CONTRACT:

- A. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- C. If the termination is for failure of the Consultant to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by the County.
- D. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
- E. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

14. SUSPENSION OF WORK:

- A. The County may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.
- B. The Consultant agrees that no charges or claims for damages shall be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not

be construed as a waiver by the County of any of the rights herein.

15. ARBITRATION: It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

16. INDEPENDENT CONSULTANT: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

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

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

17. HUMAN RELATIONS: Consultant agrees to abide by the provisions of the Navajo County Procurement Code relating to provisions against discrimination required in all County contracts.

18. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.

19. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the County, the Consultant shall ensure that, whenever practicable, all printed materials produced by the Consultant in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

20. PATENT INFRINGEMENT: The Consultant shall defend any suit or proceeding brought against the procuring agency based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, and the Consultant shall pay all damages and costs awarded therein, against the procuring agency. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method,

process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

- 21. AFFIRMATIVE ACTION:** : Firm, your sub Firm(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.

Specifically, the Consultant agrees to submit the following reports to the County's Office of Equal Opportunity Programs before contract award:

- i. Part A. Employment Information Report
- ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Procurement Manager that failure to comply with the requirements of this subsection be waived and that the submittal be accepted **contingent** upon receipt of the required reports before a notice to proceed is issued.

- 22. AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.

- 23. CONFIDENTIALITY OF RECORDS:** The Consultant shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

- 24. GRATUITIES:** The County may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County amending. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.

- 25. APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
- 26. CONTRACT:** The Final Contract document shall be written and shall be based upon the Request for Qualifications and/or the Request for Proposal issued by the County, the offer submitted by the Consultant in response to the Request for Qualifications and/or the Request for Proposal, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications and/or the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Consultant; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 27. LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
- 28. CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
- 29. 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.
- 30. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 31. 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.
- 32. ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the County's

Procurement Director. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the County's position within fifteen (15) days of receipt of written notice by the Consultant.

- 33. SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Consultant of the County's position within 15 days of receipt of written notice by the Consultant.
- 34. RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 35. ACKNOWLEDGMENTS:** Consultant acknowledges that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Consultant or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 36. INDEMNIFICATION:** Consultant shall indemnify, and hold harmless the County, its Mayor and Council, appointed boards and commissions, officials, officers, and employees and insurance carriers, individually and collectively from any and all claims, demands, suits, actions, proceedings, loss, cost, subrogation's, and damages of every kind and description, attorney's fees and/or actions of any kind, which may be brought or made against or incurred by any person, on account of or resulting from personal injury to any person (including bodily injury and death) or damages to any property, due to either: (1) the Consultant's negligent performance of the terms of this Contract, or, (2) any of the Consultant's negligent acts or omissions. The Consultant's obligation under this section shall not extend to any liability caused by the sole negligence of the County or its employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

- 37. DUTY TO DEFEND:** Consultant shall, at its own expense, defend the County, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of the Consultant, or its subconsultants or agents, in connection with the performance or nonperformance of this contract.
- 38. OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 39. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
- 40. ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the County.
- 41. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Consultant or sub-consultant which is related to the performance of any contract as awarded or to be awarded.
- 42. WORK SCHEDULE:** **The consultant shall adhere to any and all work schedules developed under this contract.** The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Consultant is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the County for review and approval. It shall be the sole option of the County to approve any such requests. The County shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.
- 43. FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-consultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified- return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall

cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results, or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 44. INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this Contract shall be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.
- 45. 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 thirty (30) calendar days after receipt of materials or services and a correct invoice.

- 46. BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
- 47. PROJECT LICENSES AND PERMITS:** Consultant shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current. Some examples of permits that may apply are:
- A. Army Corp of Engineers 404 Permit
 - B. ADOT Permits
 - C. Southern Pacific Railroad permits
 - D. Arizona Department of Water Resources dewatering permit
 - E. County permits
 - F. Federal, State and Local authorizations
 - G. ADEQ Permits
 - H. Agricultural and Horticultural permits
 - I. FAA permits
- 48. 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.
- 49. 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.
- 50. SUBSEQUENT EMPLOYMENT:** The County may cancel this Contract without penalty

or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this Contract, unless the notice specifies a later time.

- 51. CONTINUITY:** Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

**X. 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 _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

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.

XI. OFFER FORM

TO NAVAJO COUNTY:

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

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

_____	Name: _____
Company Name	
_____	Phone: _____
Address	
_____	Fax: _____
County State Zip	
_____	E-mail: _____
Signature of Person Authorized to Sign	
_____	_____
Printed Name	Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Consultant is now bound to provide the materials or services listed in RFP No. B24-04-028, including all terms, conditions, specifications, amendments, etc., and the Consultant's' Offer as accepted by County/public entity.

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

Awarded this _____ day of _____ 20_____

AUTHORIZED SIGNATURE