



**COUNTY OF MOHAVE COUNTY  
PROCUREMENT DEPARTMENT**

**700 West Beale Street, First Floor East**

**Kingman, AZ 86402-7000**

**Telephone: (928) 753-0752**

**Fax: (928) 753-0787**

**[www.co.mohave.az.us](http://www.co.mohave.az.us)**

**CJS 10-INV-01 — INDIGENT DEFENSE INVESTIGATOR SERVICES  
PRIVATE INVESTIGATOR SERVICES FOR INDIGENT DEFENDANTS**

**PRE-QUALIFIED INVESTIGATORS LIST  
FROM DATE OF AWARD – CONTINUOUS**

**FOR**

**CRIMINAL JUSTICE SERVICES (CJS)**

The Mohave County Criminal Justice Services Department is developing a Pre-Qualified Investigators listing to accept case assignments in criminal proceedings, and civil or criminal contempt proceedings within Mohave County's Justice and Superior Courts, civil proceedings in Juvenile Dependency/Severance cases within the Juvenile Court and mental health cases pursuant to Title 14 and 36 of the Arizona Revised Statutes. Assignments may also be made to investigate on behalf of witnesses or other persons involved in other proceedings within the Courts of Mohave County. Investigator shall be responsible for investigations wherein he/she conducts investigations, reviews and assembles evidence and provides recommendations for further development or investigative steps as warranted. Services for assigned cases shall be provided to indigent parties residing throughout Mohave County, including Kingman, Bullhead City, Lake Havasu City, and Colorado City, Arizona.

**Statements of Interest will be accepted on an ongoing basis by the Mohave County Procurement Department.**

**Delivery Address:**

**Mohave County Procurement Department**

**700 West Beale Street, First Floor East**

**P.O. Box 7000**

**Kingman, AZ 86402-7000**

All inquiries shall be directed to **Terri H. Williams, Procurement Officer, at (928) 753-0752 Extension 1** or via email at: **[terri.williams@co.mohave.az.us](mailto:terri.williams@co.mohave.az.us)**.

ISSUED: 01/21/10

## INDIGENT DEFENSE INVESTIGATOR SERVICES CONTRACT REQUIREMENTS

### TECHNICAL SPECIFICATIONS

A. **Minimum Qualifications:** To qualify for an investigative contract with Mohave County, Contractor must minimally possess two (2) of the four (4) listed qualifications listed in sub-section 1 below and ALL of the qualifications listed in sub-section 2 below:

1. **Experience:**

- a. Five (5) years minimum licensed investigative experience or POST certified experience in the State of Arizona. If minimum qualifications are based on POST certification, copies of all POST trainings and certifications must accompany Contractor's recruitment response. **Failure to include a copy of such documentation shall deem Contractor's response invalid.**
- b. Certified in the administration of polygraph examinations.
- c. Bilingual, fluent in English and in one other language other than English. **Please Note.** Preference is for the second language to be Spanish, but all second languages fluency will be evaluated.
- d. Ten (10) hours of continuing education within twelve (12) months immediately preceding the submission of an application for contract. These may include professional seminars and/or conferences, related to professional development relevant to the service defined herein. Copies of eligible continuing education must be attached to Contractor's application.

2. **Licensure and Membership:**

- a. To qualify for an investigative contract with Mohave County, **Contractor must possess each of the following:**
  - 1) Valid Arizona State private investigator license in the name of the Contractor or his/her own proprietary business name. **It shall not be deemed sufficient to be working as a private investigator under the license held by another person other than the Contractor or his/her own proprietary business name. Please Note: A current copy of the license specified herein shall accompany Contractor's bid response. Failure to include a current copy of the license, as required, shall deem Contractor's response invalid.**
- b. Membership:
  - 1) Membership in good standing, with the Arizona Association of Licensed Private Investigators (AALPI). **Please Note: A current copy of Contractor's membership within AALPI must accompany Contractor's bid response. Failure to include a current copy of membership documentation, as required, shall deem Contractor's response invalid. OR**
  - 2) Membership in good standing, with the National Defender Investigator Association (NDIA). **Please Note: A current copy of Contractor's membership within NDIA must accompany Contractor's bid response. Failure to include a current copy of membership documentation, as required, shall deem Contractor's response invalid.**

B. **Knowledge, Skills and Abilities:**

1. Contractor must have knowledge of law enforcement and government relations, as they relate to indigent defense administration.
2. Ability to plan, organize and effectively present ideas and concepts to others.
3. Ability to assimilate information from a variety of sources, analyze information and make or recommend the course of investigation.

4. Ability to establish and maintain effective working relationships.
  5. Ability to communicate effectively, both oral and written.
  6. Demonstrate knowledge and experience in the criminal justice system.
  7. Ability to interact with clients, their families, attorneys and other professionals.
- C. **Contractor Information Related to Partners and/or Associates:** Responding Contractors **must provide** a response to each of the items listed below in their response to this bid. If any section below does not apply, Contractor **must make a statement to that effect** within their submitted response.
1. Provide the name, title, address, telephone and fax numbers (including area code) and e-mail for the primary contact.
  2. Indicate the use of Associates and/or Partners, including the following information for each Associate and/or Partner entity:
    - a. Name, title and if licensed by the Arizona Department of Public Safety (DPS).
    - b. Experience.
    - c. References.
    - d. Expertise.
    - e. Role.
- D. **General Functionality:** Responding Contractors **must provide** a response to each of the items listed below in their response to this bid. **Please Note: Failure to address each of the items below may deem Contractor's response as unacceptable for award.**
1. Describe how Contractor would assist in the development of defense strategies and case theories.
  2. Describe how Contractor would provide telephone or written guidance to attorneys.
  3. Describe how you would work with attorneys to investigate case and development detailed evidence as appropriate.
  4. Describe how you would review case documentation and make recommendations securing additional background information that may be needed for the case.
  5. Describe how you would conduct field investigations with approval of the attorney including, but not limited to, taking photographs or videotapes.
  6. Describe how you would interface with criminal authorities, investigators from other law enforcement agencies, and contacts at other related agencies.
  7. Describe how you would update attorneys regularly on progress of investigators and recommendations for further initiatives or preparation of the case.
  8. Describe how you would locate and interview potential witnesses in defense of criminal cases.
  9. Describe how you would obtain and evaluate physical and documentary evidence.
  10. Describe how you would prepare oral and written investigative reports.
  11. Describe how you would maintain case files and case logs.
  12. Describe your technological abilities.

13. Describe your experience testifying in adversarial proceedings as relate to the following:
  - a. Criminal proceedings;
  - b. Delinquency proceedings;
  - c. Dependency/termination proceedings;
  - d. Mental health proceedings;
  - e. Probate/guardianship proceedings.
14. Describe your use and access to electronic and digital investigative tools.
15. Describe your experience with time tracking and billing records.
16. Describe your prior involvement in conducting investigative services, as well as your interest in receiving assignments in the following categories of criminal cases:
  - a. First Degree Murder (Capital);
  - b. First Degree Murder (Non-Capital);
  - c. Second Degree Murder;
  - d. Other Homicides;
  - e. Fraud and white collar financial crimes;
  - f. Sale, manufacturing, or transportation for sale of illegal drug cases;
  - g. Other drug cases;
  - h. Sexual crimes, to include crimes against children;
  - i. Gang-related crimes;
  - j. Assaults, to include Domestic Violence;
  - k. Property Crimes, to include Theft, Burglary, Criminal Damage and Trespass;
  - l. Arson;
  - m. Child Abuse, Child Neglect;
  - n. DUI and traffic offenses.
17. Describe your prior involvement in conducting investigative services, as well as your interest in receiving assignments in juvenile delinquency cases.
18. Describe your prior involvement in conducting investigative services, as well as your interest in receiving assignments in probate matters, to include claims of incompetence.
19. Describe your prior involvement in conducting investigative services, as well as your interest in receiving assignments in mental health cases with issues of danger to self or others.

**E. Contractor Responsibilities:**

1. **Effective Investigation:** Contractor shall provide effective investigation for the indigent client including, but not limited to, the following efforts:

- a. Contacting the indigent client concerning the representation within 48-hours of receipt of a notice of appointment.
  - b. Maintaining reasonable contact with the indigent client until the representation ends.
  - c. Conducting such interviews and investigation as are appropriate.
  - d. Informing assigned attorney of all investigation as are appropriate.
  - e. Preparing well written reports as requested. Reports are to be prepared to a high standard of professionalism to include strong spelling and vocabulary skills.
  - f. Perform assigned tasks within time and budget constraints as given.
  - g. Keep assigned attorney advised of activities and results.
2. **Assignment of Cases:** Contractor will be assigned to cases pursuant to this Contract as selected by the Contract Administrator. Contract does not guarantee any minimum assignment of cases or any minimum compensation. Additional parameters include:
- a. Contractor may be assigned to assist an individual who is representing him/herself if the Court has determined that an investigator should be authorized. In such a case, Contractor will be directed by the self-represented indigent client and not by an attorney. Contractor is nonetheless responsible for complying with all statutes and court rules in such representation.
  - b. Contractor may designate ten (10) days during the course of the Contract during which no appointments will be accepted except that the last ten (10) days of the Contract term may not be so designated. In order to provide for the orderly scheduling of cases, Contractor must, in writing, notify the Contract Administrator fourteen (14) days prior to invoking this provision.
  - c. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw from assignment, Contractor shall immediately report the circumstances of the withdrawal to the Contract Administrator so that the Contract Administrator may assign a replacement Contractor. The Contract Administrator may require Contractor to return any unearned payment for the representation.
  - d. In the event a Court removes Contractor from representation for any failure of performance relating to the Contractor's representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation provided by him/her and provide a written explanation of the failure of the performance.
3. **Accept Assignments:** Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the assignment.
4. **Replacement Representation:** In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to the Contract Administrator so that the Contract Administrator may assign a replacement. Contract Administrator will require Contractor to account for the time Contractor has actually expended and to return any payment for the assignment when appropriate.
5. **Continuing Representation:** Contractor has a continuing duty to represent indigent clients until the Court has terminated the representation. Termination of a Contract(s) by either the County or the Contractor does not terminate the Contractor's duty to provide services in those cases assigned prior to the effective date of termination. The County will not compensate Contractor for services rendered after termination or expiration of the Contract(s) absent extraordinary circumstances.
6. **Contractor Withdrawal from Case:** Contractor agrees to work on all assignments except where ethically prohibited from doing so. If such an ethical prohibition arises, Contractor will notify assigned counsel of the conflict for appropriate action.

7. **Termination of Assignment:** Contractor's duties with regard to an assignment under this Contract continue until the authorized hours are expended or the assignment is concluded, whichever occurs first. No payment for work in excess of pre-approved hourly or total expenditure caps will be made unless approval for such work is made PRIOR to such work being done. Exceptions may be made at the sole discretion of the Contract Administrator when it appears that the circumstance was otherwise unavoidable.
8. **Removal for Failure of Performance:** In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.
9. **No Additional Compensation:** Contractor may not solicit or accept private or additional compensation of any kind, including fees, costs or any other form of present or future compensation, in any matter that relates to or arises out of a pending assignment or representation. In the event the Contractor does accept private or additional compensation for work performed during the scope of work related to an assigned case, the Contractor shall refund all monies paid by the County for that assigned case.
10. **Records/Reports and Retention/Adequacy of Records.:** Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets of the representation. Contractor will report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by the Contract Administrator. Failure to submit case logs, final disposition records, and time sheets in the time and manner specified by the Contract Administrator will result in withholding compensation until the Contractor is in compliance and may result in termination of the Contract. Contractor shall make available for inspection and copying the County all records and accounts relating to the work performed or the services provided under the Contract except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, standards and regulations.

Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County, State or Federal auditors, and other persons duly authorized by the County shall have full access to and the right to examine, copy and make use of all such materials. Contract Administrator will not pay for costs associated with the mailing transmission, transport, or delivery or storage of any documents, records or files relating to, or arising from this Contract. Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's files, books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, Contract Administrator shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. Contract Administrator may recover from Contractor any sums due through an action at law or as a set-off or counterclaim.

**Retention:** Contractor shall preserve all client files and materials related to this Agreement for the length of time required for the retention of public records as follows:

**Capital Cases:** Indefinitely, or until ten (10) years after the death of the client;

**Felony Cases:** Ten (10) years after final disposition of the case;

**Misdemeanor Cases:** Five (5) years after final disposition of the case;

**Juvenile Cases:** Five (5) years after final disposition of the case; and

**Petitions to Revoke Probation:** The length of time for the underlying offense.

**Determination of Final Disposition:** The date of final disposition of the case begins on the date on which the latest of the following events occurs:

1. Acquittal of all charges;
2. Dismissal (with / without prejudice);

3. Termination of all probation, including periods of extended probation regardless of reason;
4. Completion of all incarceration, to include community supervision, parole, or other supervised release; or
5. Final disposition of all post-conviction matters (appeals, Rule 32 proceedings and Habeas proceedings).

In the event any post-conviction proceeding is taken on behalf of a client, Contractor shall cooperate fully with the client and any counsel hired or appointed to represent the client in such matter. Cooperation includes the timely production of a full and complete copy of the client file. Contractor may not charge for copies of any material in the file without approval of the Contract Administrator. Contractor must make any request for payment for copies in writing to the Contract Administrator. Failure to produce a file within fifteen (15) days after a request by a client or post conviction counsel, may, at the sole and absolute discretion of the County, be deemed to constitute a substantial and material breach of this Agreement and grounds for immediate termination of all further contractual obligations of County under this Agreement. If Contractor withholds a client file from the client or post conviction relief counsel, County may withhold payments to Contractor on non-related cases until such time as the file is produced in its entirety.

11. **Cooperation:** Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall carefully plan in order to perform duties under this Contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any Contract attorney or their staffs. Contractor shall notify Contract Administrator if any non-contract investigator performs services on behalf of an indigent client.
12. **Substituting Performance:** This is a personal services contract between Contractor and the County. Contractor may substitute performance only with prior written consent of the assigned counsel and Contract Administrator. No prior substitute performance agreements, verbal or written, are ratified, recognized or accepted by the Contract Administrator simply because a previous Contract Administrator gave verbal or written consent to such agreements. Any previous consent to such agreements is revoked. Contractor may provide a substitute performance only in the event Contractor is ill, on approved vacation, or otherwise physically unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
13. **Requests for Expenditure:** Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, publication of legal notices, social worker fees, service of process (other than local service), court transcript fees and other reasonable and necessary expenditures. All such requests shall be countersigned by the assigned attorney for the client prior to submittal. Contractor may not incur any expense for the account of the County without *prior* approval of the Contract Administrator. Failure to obtain prior approval will result in non-payment for the expenditure and the debt shall become the personal responsibility of the Contractor. At the sole discretion of the Contract Administrator, any such non-approved costs which are incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor. A copy of the County's approval, or appropriate Court Order must be given to the approved experts, transcriptionist, investigators, newspapers, etc. for their billing purposes prior to the commencement of work. If an approved expert, transcriptionist, investigator or any other person exceeds the Contract Administrator, or Court Order approved amount for the expenditure, Contract Administrator is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor. At the sole discretion of the Contract Administrator, any such cost exceeding authorization which is incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor. When billing for reimbursement, receipts for all expenses must be attached. All expenses must be approved by the Contract Administrator prior to incurring the expense.

The Contract Administrator **will not** reimburse Contractor for the cost of business overhead including: office supplies, secretarial or other staff services, transcripts of witness interviews, hourly fees for opening a file, items that are compensated through billable time, expenses for stationary, postage, envelopes, transmission by facsimile, parking and supplies, fees for issuing subpoenas charged by the Clerk of the Court, or any other type

of expense that involves the general cost of doing business including, but not limited to, long-distance telephone calls, unless approved in advance by the Contract Administrator as an extraordinary expense.

14. **Appointment of Interpreters:** Interpreters will be used for non-English speaking indigent clients as necessary for all court proceedings and out-of-court matters. The availability of interpreters shall be coordinated with the Contract Administrator, or assigned Court. In no event may an interpreter not approved by the Contract Administrator or Court be utilized to fulfill this duty.
15. **Requests for Court Orders:** Any request made of any Court for an order directing any action or payment by the Court, or the County, must be served upon the Contract Administrator. Any request for a Court Order shall be preceded by an administrative request for approval of such payment or action to the Contract Administrator. In the event such request is denied by the Contract Administrator, Contractor, through assigned counsel, may make an appropriate request to the assigned Court.
16. **Compliance with Law:** Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of investigators. In the event that Contractor is suspended by the Arizona Department of Public Safety, on an interim or other basis, Contractor must notify the Contract Administrator immediately. Failure to give such notice will result in termination of Contractor's Contract(s).
17. **Technological Equipment:** Contractor must possess the following:
  - a. Desktop or laptop computer.
  - b. Microsoft Windows Word, Excel and Adobe Reader.
  - c. Secured email address.
  - d. Pager and/or cell telephone.
18. **Court Order for Additional Compensation:** In the event that a Contractor seeks additional compensation or hourly authorization, Contractor shall first, through assigned counsel, file an administrative request for approval of additional compensation or hourly authorization with the Contract Administrator. If the Contract Administrator denies a request for additional compensation or hourly authorization, Contractor, through assigned counsel, may file a motion with the assigned Court for additional compensation or hourly authorization that otherwise would not be covered under this Agreement. In such event, Contractor shall serve a copy of the motion upon the Contract Administrator. Failure to give the Contract Administrator notice of a motion for additional compensation on a timely basis may result in either suspension or termination of the contract.
19. **Monthly Case Logs:** All logs must be returned by mail, or via the Internet if operational, to the Contract Administrator by the designated date. This information includes all changes to case dispositions, hours-to-date, and possible credits. All time records shall be broken down to the nearest tenth of an hour. Failure to submit case logs by the designated date will result in the withholding of Contractor's contract payment, or other payments made by the Contract Administrator on a case-by-case basis, until such documentation is submitted and may result in the termination of the contract. Contractor shall submit billing logs no less than monthly and no more frequently than bi-weekly for all assigned cases. Each case shall be submitted separately together with a copy of the original assignment, or Court Order indicating the hourly or monetary cap set for the initial assignment.
20. **Billing Period:** Any assigned case for which no billing has been submitted for a period of six (6) months from the date of appointment will not be compensated by the Contract Administrator. Additionally, pursuant to A.R.S. §11-622 no service performed by Contractor that is six (6) months old or older will be paid by the Contract Administrator or Mohave County.

F. **Miscellaneous:**

1. **Travel:** All travel for which reimbursement or compensation is expected for Contractors, witnesses, or experts must be pre-approved and scheduled through the Contract Administrator. The Contractor may not seek reimbursement for mileage and bill for travel time. The Contractor may choose to be reimbursed at the current County rate for mileage, or bill for time at one half the contract hourly rate for time spent traveling. General travel within the geographic limits of Mohave County is not to be billed for either mileage or time unless it is more than thirty-five (35) miles from Lake Havasu City, Bullhead City and Kingman.
  2. **Change of Address/Firm:** Contractor shall promptly notify the Contract Administrator in writing of any changes to telephone numbers, email addresses and business addresses. If Contractor's business changes it will modify the contract Contractor has with the County as approved by the Board of Supervisors. Contract Administrator requires that Contractor promptly notify Contract Administrator in writing of any such change including any changes required for payment and where payment is to be sent via check.
  3. **Weapons Policy:** No weapons, loaded or unloaded, props or real, are to be brought into the Courthouse buildings. There is available a storage lock-up for registered weapons if needed. Contact information for Court(s) security by location is as follows:
    - a. Kingman Superior Court at (928) 753-0790.
    - b. Kingman Justice Court at (928) 753-0710 extension 4078.
    - c. Bullhead Judicial Courts at (928) 758-0709 extension 2077.
    - d. Lake Havasu Judicial Courts at (928) 453-0714 extension 3027.
  4. **Change in Eligibility Status:** Contractor shall promptly notify the Contract Administrator of any change in technical qualification status, including but not limited to:
    - a. Change in status of POST certification to include expiration, re-certification, or de-certification;
    - b. Change in any certification in polygraph administration;
    - c. Change in any language fluency certifications;
    - d. Change in status as a validly licensed Arizona Private Investigator. This includes notification of any pending action by the State of Arizona Licensing Board;
    - e. Change in insurance coverage required by Contract. This includes any change in coverage amounts, limits or exemptions to coverage;
    - f. Any change in membership status with the Arizona Association of Licensed Private Investigators or the National Defender Investigator Association;
- G. **Assignment of Cases & Duties:** Cases will be assigned by the Contract Administrator in conjunction with the approval of the assigned counsel in any case. Under the terms specified herein, no Contractor will be assigned a case in which the assigned counsel objects to such assignment. Subsequent to assignment, the Contract Administrator will compensate Contractor on an hourly basis for each assigned indigent client with an initial maximum allotment of approved hours, or an initial maximum total cost. In addition to the duties specified herein, Contractor shall provide investigative services only to those persons who have been deemed to be indigent by a trial or appellate court. In the event Contractor believes an assigned client is not indigent, such information shall be provided to the assigned attorney for the client.
- H. **Compensation – Limited Scope of Responsibility:** Contract Administrator will not compensate Contractor to:
1. Conduct interviews arranged by the prosecution including, but not limited to, those cases in which the defendant acts as his/her own attorney.

2. Conduct interviews arranged by the defense including, but not limited to, those cases in which the defendant acts as his/her own attorney. This does not include initial investigative interviews necessary to develop and support the legal strategy of the case as defined by the assigned attorney.
  3. Attend or participate in Jury Selection.
  4. Attend or participate in trials unless it is for the time spent testifying as a witness.
  5. Attend or participate in pre-trial conferences or hearings unless called as a witness.
- I. **Method of Payment:** Hourly fees/compensation is pre-determined, and is not negotiable. The parties shall calculate Contractor's compensation in accordance with the following Schedule of Services and Fees:
1. **Capital cases** at fifty-five dollars (\$55.00) per hour with an initial maximum allotment of ninety (90) hours.
  2. **Homicide and Major Felony cases** at forty-five dollars (\$45.00) per hour with an initial maximum allotment to be set by the Contract Administrator or Court. This caseload is defined as follows:
    - a. 1<sup>st</sup> degree murder (Non-Capital).
    - b. 2<sup>nd</sup> degree murder.
    - c. Manslaughter.
    - d. Negligent Homicide.
    - e. All other major felony cases (Class One, Two and Three felonies).
  3. **All other cases** at thirty-five dollars (\$35.00) per hour with an initial maximum allotment of ten (10) hours. This caseload is defined as follows:
    - a. Delinquency.
    - b. Dependency.
    - c. Special advocacy.
    - d. Adult felony.
    - e. Probate.
    - f. Mental health.
    - g. Guardianships
  4. **Subject to the availability of funds**, the Contract Administrator shall pay the above compensation upon the receipt of an original signed invoice indicating time spent on work performed. Such invoice shall be submitted in accordance with the terms set forth in Item F. 19. herein.
  5. **Tax:** No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied.
  6. **Credits and Debits:** If it is determined that an overpayment has been made on any invoice for any reason, the County may withhold the amount of such overpayment from future payments. Any such withholding shall be clearly communicated to the Contractor as to the amount and reason for such withholding at or before the actual withholding from a subsequent invoice.
- J. **Delivery of Services:** It shall be the Contractor's responsibility to meet the County's service delivery requirements, as called for in the Technical Specifications specified herein. County reserves the right to obtain services on the open market in the event the Contractor fails to make service delivery.

## SPECIAL TERMS AND CONDITIONS

### I. INSURANCE PROVISIONS:

#### A. COVERAGE:

##### Coverage Afforded

##### Minimum Limits of Liability

Worker's Compensation	State or a State Certificate of self-insurance and employer's Liability insurance for not less than \$1,000,000 (if applicable)
Commercial General Liability	\$300,000 each occurrence
Automobile Liability Insurance	\$300,000 combined single limit to include any vehicle

#### B. INSURANCE CONDITIONS:

- GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A- FSC VIII, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to Mohave County. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
- WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against Mohave County, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Contractor's work or service.
- ADDITIONAL INSURED:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name Mohave County, its agents, representatives, officers, directors, officials and employees as Additional Insured with a CG 20 10 or similar endorsement. The Contractor agrees that the insurance required herein will be primary and that any insurance carried by the County will be excess and not contributing. All insurance policies of the Contractor shall be primary in relation to the Additional Insured.
- ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Arizona shall issue the Certificates. The Contractor shall, within ten (10) days after award of bid, furnish the County with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured shall be provided as indicated above, unless contained within the basic policy or policies and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the County.  
  
***"Mohave County, a body politic and corporate of the State of Arizona, its Board members, officers, employees, agents, and other officials" shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, the certificate holder shall be listed only as Mohave County, Arizona, PO Box 7000, Kingman, AZ 86402.***
- SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.

**II. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror 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 Offeror 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 Offeror submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the Offeror to the contract.

**III. TERMINATION OF CONTRACT:**

- A. 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.
- B. 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:
  - 1. In the opinion of the County, Contractor provides personnel that do not meet the requirements of the contract;
  - 2. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
  - 3. In the opinion of the County, Contractor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality;
  - 4. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
  - 5. If, in the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

**IV. CONTRACT TERM:**

- A. **Type of Contract:** Firm, fixed price.
- B. **Initial Term:** The term of contract shall commence upon approval by the Mohave County Board of Supervisors and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- B. **Contract Extension:** Offeror agrees that Mohave County shall have the right, at its sole option, to renew the contract for two (2) additional one-year extension periods or portions thereof.
- C. **Modifications to Contract:** In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

**V. ASSIGNMENT - DELEGATION:**

- A. No right or interest in this contract shall be assigned by Offeror without prior written permission of the County, and no delegation of any duty of Offeror shall be made without prior written permission of the County.
- B. Either party to the resulting contract may terminate the contract without cause, upon thirty (30) days prior written notice to the other.
- C. This contract may be terminated by Mohave County upon ten (10) days of written notice with cause resulting from any of the following:
  - 1. Failure of Offeror to maintain required insurance.
  - 2. Failure of Offeror to perform the service.

**VII. CONFIDENTIALITY OF RECORDS:**

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

**VII. CERTIFICATES AND LICENSES:** The successful Offeror shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

**VIII. QUALITY OF WORK:** Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Contractor shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable Federal, State and Local statutes, rules, codes, laws, ordinances, regulations and restrictions.

## **STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
  
3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
  
4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
  
5. **INDEPENDENT CONTRACTOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

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

Mohave County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
  
6. **AFFIRMATIVE ACTION:** Contractor agrees to abide by the applicable provisions of the County. Contractor, your 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 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.
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/RECYCLED 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), printed on recycled paper and labeled as such.
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 that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
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 that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
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 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.
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 Mohave County Procurement Code.
17. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement 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 that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
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 Procurement 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's Procurement 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's Procurement 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 Procurement Manager. A protest of a Request for Proposal shall be received at the Procurement Office before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
  - A. The name, address, and telephone number of the protestor;
  - B. The signature of the protestor or its representative;
  - C. Identification of the Request for Proposal or contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
  - E. The form of relief requested.
26. **WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
27. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Mohave County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials (hereafter called "County") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Contractor's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting therefrom; but only to

the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Contractor, or anyone for whose acts Contractor may be liable. Contractor shall not be obligated to indemnify, defend and hold harmless the County for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the County, its agents or employees. The County reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.

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 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.
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. **FORCE MAJEURE:**
  - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
  - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
33. **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.
34. **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. Work product generated as a result of a specific assignment to a case, shall be the legal property of the client and may not be withheld from the client for lack of additional payment. Copies of all work product shall be provided to assigned counsel in all cases in which counsel is assigned in conjunction with the Contractor.
35. **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.
36. **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.
37. **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.

- 38. 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.
- 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 SOLICITATION RESPONSE 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 Procurement 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 that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- May:** Indicates something that is not mandatory but permissible.
- For purposes of this contract and Scope of Work, the following definitions shall apply:
- “County”:** Indicates Mohave County, its departments and divisions, including the department/division soliciting the services outlined herein.
- “Contractor/Consultant/Offeror/Provider/Proposer”:** Denotes the individual, partnership, organization and/or corporation who, as a result of the competitive proposal process, is awarded a contract by Mohave County.
- “Contract”:** Denotes the legal agreement executed between Mohave County, Arizona and the Contractor/Consultant/Offeror/Provider/Proposer.
- “Contract Representative / Contract Administrator”:** Denotes the County employee(s) who has specifically been designated to act as a contact person(s) to the Contractor, and who is responsible for monitoring and overseeing the Contractor’s performance under this contract.
- “Procurement Manager”:** The contracting agent for Mohave County, Arizona.
- 44. TERRORISM COUNTRY DIVESTMENTS:** The successful Contractor shall at no time during the term of the contract be in violation of the U.S. Export Administration Act. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-391**.
- 45. BUSINESS OPERATIONS IN SUDAN AND/OR IRAN:** The successful Contractor shall not have scrutinized business operations in Sudan and/or Iran. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-397**.
- 46. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to

delay project completion. Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

## PRICE PAGE

### PRICING

- |   |                                |
|---|--------------------------------|
| 1. Capital Murder cases as specified herein:            | <b><u>\$55.00 per hour</u></b> |
| 2. Homicide and major felony cases as specified herein: | <b><u>\$45.00 per hour</u></b> |
| 3. All other cases as specified herein:                 | <b><u>\$35.00 per hour</u></b> |

### TERMS

Payment: **Net 30**

### VENDOR INFORMATION:

Vendor Name (Legal Business Name): \_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

Fax Number (including area code): \_\_\_\_\_

Company Contact (Name / Title): \_\_\_\_\_

Company Contact Telephone (including area code): \_\_\_\_\_

Company Contact Email Address: \_\_\_\_\_

Company Street Address (including City/State/Zip) \_\_\_\_\_

Company Mailing Address (including City/State/Zip) \_\_\_\_\_

## **OFFER FORM**

### **TO MOHAVE COUNTY:**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments specified herein.

### **For clarification of this offer, contact:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip Code

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone (include Area Code)

\_\_\_\_\_  
Fax (include Area Code)

\_\_\_\_\_  
E-mail Address (please print)

### **ACCEPTANCE OF OFFER:**

**The offer is hereby accepted.**

**The Contractor is now bound to provide the services and materials listed in CJS 10-INV-01 including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Mohave County.**

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

**Awarded this \_\_\_\_ day of \_\_\_\_\_, 2010.**

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

## **CONTRACTOR'S CHECKLIST**

Following is a checklist of items that responding Contractor(s) shall include in their response to this solicitation.

1. \_\_\_\_\_ Copies of all POST trainings and certifications (as apply). (REVIEW/APPROVAL BY CJS)
2. \_\_\_\_\_ Copy of polygraph examination certification. (VERIFICATION BY PROCUREMENT)
3. \_\_\_\_\_ Copies of eligible continuing education relevant to Contractor's application. (REVIEW/APPROVAL BY CJS)
4. \_\_\_\_\_ Copy of valid Arizona State private investigator license for Contractor or his/his own proprietary business name. (VERIFICATION BY PROCUREMENT)
5. \_\_\_\_\_ Copy of membership documentation in AALPI and/or NDIA. (VERIFICATION BY PROCUREMENT)
6. \_\_\_\_\_ Submitted responses to Item D. (1) and (2). (REVIEW/APPROVAL BY CJS)
7. \_\_\_\_\_ Submitted responses to Item E. (1) through (19). (REVIEW/APPROVAL BY CJS)
8. \_\_\_\_\_ Copies of all required insurance certifications specified under SPECIAL TERMS AND CONDITIONS (VERIFICATION BY PROCUREMENT / APPROVAL BY RISK)
9. \_\_\_\_\_ Completed Price Sheet listing Contractor's information as specified. (VERIFICATION BY PROCUREMENT)
10. \_\_\_\_\_ Signed Offer Form (3 originals please). (VERIFICATION BY PROCUREMENT)

**Submit the above documentation to:**

**Mohave County Procurement Department**  
700 West Beale Street / P.O. Box 7000  
Kingman, AZ 86401  
Telephone: (928) 753-0752  
**Attention: Terri H. Williams, Procurement Officer**