



*Because People Matter*

## REQUEST FOR PROPOSAL

**RFP # CHS 1006**

### **Opioid Response Dashboard**

**RFP SUMMARY:** Yavapai County Community Health Services "YCCHS" is seeking proposals for the design, creation and hosting of a public facing internet dashboard, which will enable YCCHS to provide timely and accurate opioid crisis response information to all public stakeholders. This dashboard will optimally serve the public in urban and rural areas of Yavapai County.

<b>RFP ISSUE DATE</b>	December 4, 2024
<b>PROPOSAL DUE DATE</b>	January 16, 2025 Thursday, by 1:30 PM MST (local time).
<b>PRE-PROPOSAL CONFERENCE</b>	<p>A pre-proposal conference will be held on December 16, 2024 at 10:00am, [MST]. It is non-mandatory that all proposers attend.</p> <p>The conference will be held at 1090 Commerce Drive Prescott, AZ 86305 and via Microsoft Teams meeting call in 1-480-939-4892, Conference ID# 668 841 968 or Teams Meeting ID# 238 355 720 175, Passcode Jph3Fy. TO BE DETERMINED-A sign in sheet will be maintained and meeting minutes will be posted to website by December 23, 2024.</p>
<b>DEADLINE FOR QUESTIONS</b>	The deadline for questions is 5:00 pm December 31, 2024, [MST]. Questions and/or inquiries must be submitted in writing to Erika Ellis <a href="mailto:Erika.ellis@yavapaiaz.gov">Erika.ellis@yavapaiaz.gov</a> at YCCHS 1090 Commerce Drive Prescott, Arizona 86305.
<b>RFP WEBSITE</b>	<a href="https://yavapaiaz.gov/bids">https://yavapaiaz.gov/bids</a>

## GENERAL SUBMISSION INSTRUCTIONS

<b>SOLICITATION CONTACT PERSON</b>	Erika.Ellis, Finance Supervisor, (928)777-5369 or <a href="mailto:erika.ellis@yavapaiaz.gov">erika.ellis@yavapaiaz.gov</a>
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**Location for Submission:**

Yavapai County Board of Supervisors  
Clerk of the Board  
1015 Fair Street  
Room 310  
Prescott, AZ 86305

**Submission Opening Details:**

**Proposals are due at 1:30 PM MST (local time) and will be publicly opened at 2:00 PM MST on Thursday, January 16, 2025 at 1015 Fair Street, Gladys Gardner Conference Room, First Floor, Prescott, AZ 86305.**

Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until an award is made, except as may otherwise be required by law or court order.

In accordance with Yavapai County procurement policies and Arizona law, competitive sealed proposals for the materials and services specified herein will be received by Yavapai County, at the above specified location, until the time and date cited.

Proposals must be sealed and plainly marked with "Solicitation No CHS 1006" and must be received in the Clerk of the Board of Supervisors Office, 1015 Fair Street, Gladys Gardner Conference Room, First Floor, Prescott, AZ 86305 by the final date and time for submission of Offers to this Solicitation, as indicated on the official clock located in the office of the Clerk of the Yavapai County Board of Supervisors. Yavapai County shall not be responsible for the pre-opening of, post-opening of, or failure to open proposals that are not properly submitted, properly marked, time/date stamped as received by the Yavapai County Board of Supervisors Office by the Offer Deadline or sent to the wrong address. **NOTE: If submitting a proposal via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service, all proposal documents must be marked as indicated above and entirely contained within the mailing device.**

Proposals shall be in the actual possession at the location indicated, on or prior to the exact time and date indicated above. Time is of the essence as to all submissions. Late submissions may only be considered for cause and in the sole and absolute discretion of Yavapai County.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS ENTIRE SOLICITATION.**

Yavapai County makes every effort to ensure a successful solicitation process. However, it is ultimately Offeror's responsibility to obtain, complete, and submit the required paperwork and documentation in accordance with this Solicitation. Failure to do so may result in rejection of the Offer, in Yavapai County's sole and absolute discretion. By submitting an Offer, Offeror acknowledges and agrees that: (1) Offeror has read, understands, and agrees to be bound by

## GENERAL SUBMISSION INSTRUCTIONS

the terms of this Solicitation; (2) Offeror is solely responsible for submitting a proposal in compliance with this Solicitation and all Solicitation Addendums as may be posted at <https://yavapaiaz.gov/bids>; and (3) if Offeror's proposal does not comply in all respects with this Solicitation, Offeror shall hold Yavapai County harmless for any and all losses that may result from the rejection of Offeror's proposal or from Yavapai County awarding the Contract to another individual or entity.

Responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation will be posted as they are developed, on the Yavapai County website. It is Offeror's responsibility to check the website for any changes made to this Solicitation prior to the Closing Date.

Questions regarding this Solicitation should be submitted via email to [Erika Ellis at [erika.ellis@yavapaiaz.gov](mailto:erika.ellis@yavapaiaz.gov)] or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to [Erika Ellis, Finance Supervisor, YCCHS 1090 Commerce Drive, Prescott, AZ 86305].

This Request for Proposal (RFP) has been prepared by Yavapai County as the soliciting procurement entity acting on behalf of Yavapai County.

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## UNIFORM INSTRUCTIONS FOR OFFERS

**DEFINITION OF TERMS.** As used in these instructions and the Solicitation, the terms listed below are defined as follows: “A

- 1.1 “Award”** means the selection of one or more successful Offerors in connection with this Solicitation.
- 1.2 “Business days”** means days when Yavapai County is open for business and does not include weekends or holidays recognized by Yavapai County.
- 1.3 “Contract”** means the executed contract entered into pursuant to this Solicitation along with this Solicitation, including any addendum, Exhibits, the Special Requirements of Solicitation, and the Scope of Work; the conforming Offer and any best and final offers; and any amendments to this Solicitation or the Contract; and any terms applied by law.
- 1.4 “Contractor”** means any successful Offeror who has entered into a Contract with Yavapai County pursuant to this Solicitation.
- 1.5 “County” or “Yavapai County”** means Yavapai County, a political subdivision of the State of Arizona.
- 1.6 “County Representative”** means Yavapai County Community Health Services Finance Supervisor acting on behalf of Yavapai County in regard to this Solicitation. Yavapai County Community Health Services Finance Supervisor may be contacted via email at [erika.ellis@yavapaiaz.gov](mailto:erika.ellis@yavapaiaz.gov) or may be contacted via courier service or U.S. Postal Service at 1015 Fair Street, Prescott, AZ 86305.
- 1.7 “Days”** means calendar days unless otherwise specified.
- 1.8 “Exhibits”** means all items attached as a part of this Solicitation.
- 1.9 “Interested Party”** means an Offeror.
- 1.10 “Offer”** means an offer, bid, or proposal in response to this Solicitation.
- 1.11 “Offer Deadline”** means the final date and time for submission of Offers to this Solicitation.
- 1.12 “Offeror”** means a person or corporate entity who responds to this Solicitation by submission of an Offer.
- 1.13 “Responsible Offeror”** means an Offeror who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.14 “Responsive Offeror”** means an Offeror who submits an offer which conforms in all material respects to the request for proposals.

## UNIFORM INSTRUCTIONS FOR OFFERS

- 1.15 **"Solicitation, "Request for Proposals" or "RFP"** refers to this document with the solicitation number listed on the cover page and all terms and conditions and Exhibits herein, including any Solicitation Addendum subsequently issued.
- 1.16 **"Solicitation Addendum"** refers to written addendum validly issued by Yavapai County in accordance with the terms and conditions of this Solicitation.
- 1.17 **"Solicitation Contact Person"** means Erika Ellis who may be contacted via email at [erika.ellis@yavapaiaz.gov](mailto:erika.ellis@yavapaiaz.gov) Email or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service at the address listed on the first page of General Submission Instructions.
- 1.18 **"Solicitation Number"** refers to the unique number designated on the cover page to this Solicitation.
- 1.19 **"Subcontract"** means any agreement, expressed or implied, between Contractor and another party or between a subcontractor and another party for performance of any work or furnishing of any material or any service required for the performance of the Contract.

### 1. **PRE-OFFER INQUIRIES.**

- 2.1 **Duty to Examine.** It is the responsibility of Offeror to examine the entire Solicitation, seek clarification in writing, consult with Offeror's legal, financial, tax, and technical experts and check its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing an Offer after the Offer Deadline.
- 2.2 **Solicitation Contact Person.** Any inquiry related to this Solicitation, including any requests for or inquiries regarding standards referenced in this Solicitation shall be directed solely to Solicitation Contact Person. Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or agent of County unless this Solicitation specifically identifies a person other than Solicitation Contact Person as a contact, or they are directed to do so by Solicitation Contact Person.
- 2.3 **Submission of Inquiries.** It is preferable to have inquiries submitted via email to Solicitation Contact Person. Any inquiry related to this Solicitation shall refer to the "Yavapai County Opioid Response Dashboard RFP" and the CHS 1006 Solicitation Number and should otherwise clearly indicate that it is an inquiry or request for additional information, rather than a completed Offer. If an inquiry is responded to, the inquiry and response will be posted to <https://yavapaiaz.gov/bids>. Inquiries will not be accepted and will not be responded to if submitted less than seven (7) days before the Offer Deadline.
- 2.4 **Requests for Exceptions.** An Offeror may submit to Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in this Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications.

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A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. Solicitation Contact Person shall determine, in his or her sole discretion, whether an exception is substantial or material and advise Offeror of the decision. **If an Offeror submits a preprinted contract, the preprinted contract shall be rejected.**

A request for exceptions must be submitted to Solicitation Contact Person not less than seven (7) days prior to the Offer Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing, including email, by Solicitation Contact Person.

If Offeror does not receive a written response to a request for exceptions prior to the Offer Deadline, Offeror may restate the request for an unsubstantial and nonmaterial exception in its Offer. A request for exceptions in an Offer will be considered by County when evaluating the Offer. If the request for exceptions is not acceptable, County may reject the Offer in County's sole and absolute discretion. Proposals taking exception to the Special Requirements of Solicitation stated within this Solicitation may cause the Proposal to be considered nonresponsive and rejected.

- 2.5 Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer Deadline. Failure to do so will result in the inquiry not being answered.
- 2.6 No Reliance on Verbal Responses.** Any inquiry that results in changes to this Solicitation shall be answered solely through a written Solicitation Addendum. An Offeror may not rely on verbal responses from Solicitation Contact Person to inquiries.

### **3. OFFER PREPARATION.**

- 3.1 Forms.** It is Offeror's responsibility to download this Solicitation from <https://yavapaiaz.gov/bids>. County will not supply Offeror with hard copies of this Solicitation, except for cause and in the sole and absolute discretion of Yavapai County. It is Offeror's responsibility to check this website for any inquiries, responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation. An Offer must comply with this Solicitation and be submitted with all information requested in this Solicitation. If a substitute document is used for any supplied documents or forms such as the questionnaire or any exhibits to this Solicitation, then the substitute documents must be legible and contain the same information requested in any such supplied documents or forms.
- 3.2 Typed or Ink; Corrections.** An Offer must be typed or in ink. Erasures, interlineations, or other modifications in an Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened, except as provided by law or court order.
- 3.3 Acknowledgement and Acceptance:** The Acknowledgement and Acceptance of the terms and conditions of this Solicitation must be submitted with an Offer and signed by an authorized representative of Offeror who represents and warrants

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that representative is authorized to execute the Offer on behalf of Offeror and to bind Offeror.

All exceptions or modifications requested by Offeror, regardless of whether County previously accepted the requested exceptions or modifications requested by Offeror, must be clearly set forth in the Acknowledgement and Acceptance. Any exceptions or modifications set forth in the form that have not been previously accepted by County may be rejected if County determines, in its sole judgment, that a requested exception or modification would substantially or materially alter a term, condition, or other provision of this Solicitation. Unacceptable exceptions or modifications may remove an Offer from consideration for Award.

- 3.4 Offer Sheet, Acknowledgement and Acceptance and Non-Collusion Affidavit.** The Offer Sheet, Acknowledgement and Acceptance and Non-Collusion Affidavit within this Solicitation shall be submitted with an Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify Offeror's intent to be bound by the Offer and the terms of this Solicitation and that the information provided is true, accurate and complete. Failure to submit these forms may result in rejection of the Offer, in County's sole and absolute discretion.
- 3.5 Subcontractors.** An Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation.** To the fullest extent permitted by law, County will not reimburse an Offeror for the cost of responding to this Solicitation.
- 3.7 Incurring Costs.** Yavapai County is not liable for any costs, expenses, fees, etc. incurred by Offeror prior to issuance of a Contract.
- 3.8 Solicitation Addendum.** Unless otherwise stated in this Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of an Offer, in the sole and absolute discretion of County.
- 3.9 Tax Identification Numbers.** An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer Sheet and provide the tax rate and amounts where applicable in the Offer.
- 3.10 Taxes.** County is exempt from paying federal excise tax and state property taxes. County is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining an Award.
- 3.11 Order of Precedence.** This Solicitation includes the following documents listed in their order of precedence:

**3.11.1** Solicitation Addendums;

**3.11.2** Special Requirements of Solicitation;



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- 3.11.3 Specimen Contract;
- 3.11.4 Scope of Work;
- 3.11.5 Solicitation Attachments and Exhibits; and
- 3.11.6 Uniform Instructions for Offers.

In the event of conflicts or discrepancies among the foregoing Solicitation documents, interpretations will be based on the document having a higher order of precedence.

**3.12 Exceptions to Terms and Conditions.** An Offer that takes exception to a requirement of any part of this Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occur. All exceptions that are contained in an Offer may negatively affect the evaluation of Offeror's proposal based on the criteria as stated in this Solicitation or result in rejection of the Offer in County's sole and absolute discretion.

**3.13 Form of Contract.** The Contract will be in substantially the form of the included Specimen Contract. Any proposed contracts submitted with Offers or proposals will be rejected. If an Offeror objects to any term in the Specimen Contract, that Offeror must present that objection as an exception in the Offer for that objection to be considered.

#### 4. **SUBMISSION OF OFFERS.**

**4.1 Required Submission.** Offerors shall submit two (2) hard copy proposals and one (1) USB drive in the same envelope, mailed or delivered to the Clerk of the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, AZ 86305. The envelope containing the Offer should be sealed and should reference the Solicitation Number and be directed to the attention of the "Clerk of the Board." Offers must be received at the location indicated on or prior to the exact time and date of the Offer Deadline. Late Offers will not be considered except as otherwise provided herein. Email submissions will not be considered except as otherwise provided herein.

**4.2 Offer Amendment or Withdrawal.** Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided by law or court order. Each Solicitation Addendum shall be signed by the person signing the Offer and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer, in the sole and absolute discretion of County.

#### 5. **ADDITIONAL OFFER INFORMATION.**

**5.1 Late Offers.** An Offer submitted after the Offer Deadline shall be rejected, except as otherwise provided herein.

**5.2 Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**5.3 Confirmation.** Solicitation Contact Person may contact Offeror to confirm

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understanding of the Offer. Such contact shall occur after the Offer Deadline, after opening of Offers, and prior to Award. County shall seek written confirmation from Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

**5.4 Offer Acceptance Period.** Offeror shall hold its Offer open for a minimum of (60) sixty days from the Offer Deadline.

**5.5 Rights of Waiver, Rejection, and Cancellation.** Notwithstanding any other provision of this Solicitation, County may waive any formal deficiency, reject any and all Offers or portions thereof, or cancel this Solicitation completely in the sole and absolute discretion of County.

### **6. CONFIDENTIAL INFORMATION.**

**6.1 Request for Confidentiality.** If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality and complete the Request for Confidentiality of Proprietary Information. Offeror acknowledges that County is subject to Arizona Public Records Law found in Arizona Revised Statutes (A.R.S.) §§ 39-121 *et seq.* and any exemptions thereto. Upon receipt of a public records request or other request to release certain information identified by Offeror as Confidential, County shall make an internal determination as to whether Offeror's request for confidentiality is supported by Arizona law. If County determines that certain requested information is not confidential under Arizona Public Records Law, County shall advise Offeror of receipt of the request for the information and allow Offeror ten (10) business days to file for and obtain a protective order from a court prohibiting disclosure of the information. If Offeror fails to request or obtain a protective order in the time indicated, the information shall be disclosed.

**6.2 Pricing is not confidential.** All pricing and cost information submitted with an Offer is not confidential and any request for confidentiality of pricing or cost information submitted to Solicitation Contact Person shall not be protected from disclosure after Award notification. Requests to protect pricing information or the entire Offer from disclosure will be denied.

**6.3 Public records.** All contents of an Offer submitted in response to this Solicitation, other than those items confidential by law or determined by County to be confidential, are subject to disclosure under Arizona Public Records Law (ARS § 39-121, *et. seq.*) after Award notification.

### **7. CERTIFICATIONS OF OFFEROR.** By signing the Offer Sheet and the Acknowledgement and Acceptance, Offeror certifies the following:

**7.1** Offeror has examined, understands, and agrees to be bound by the terms, conditions, scope of work, and all exhibits of this Solicitation.

**7.2** The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. Offeror, including its owners, employees, and agents, have not

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directly or indirectly induced or solicited:

- 7.2.1** An Offeror to put in a sham Offer;
  - 7.2.2** Any other person, firm, or corporation to refrain from submitting an Offer; or
  - 7.2.3** In any other manner sought to secure for itself an advantage over any other Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under this Solicitation.
- 7.3** Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official or employee of County in connection with this Solicitation.
- 7.4** Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any agency or subdivision of the State of Arizona, has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under any state or federal laws for acts or omissions after January 1, 1985.
- 7.5** If awarded a Contract, Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work, specifications, and Exhibits of this Solicitation.

### **8. AWARD.**

- 8.1 Basis of Award.** An Award will be made to the Offeror whose Offer is determined to be the most advantageous to County based on the requirements of this Solicitation and evaluation factors set forth in the Special Requirements of Solicitation. Price is not the sole determining factor in determining which Offers are most advantageous to County.

County will evaluate and determine which Offers are acceptable and unacceptable for further consideration.

All Offers will be evaluated in accordance with this Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the most advantageous Offer.

- 8.2 Formation of Contract.** A submitted Offer in response to this Solicitation is an offer to contract with County based upon the terms, conditions, scope of work, and specifications contained in this Solicitation. An Offer does not become a Contract unless and until County makes an Award. A Contract is formed when the Yavapai County Board of Supervisors signs the Award and Contract documents on behalf of County. No work may commence, or products be delivered until a work order has been issued to Contractor.

### **9. PROTESTS.**

- 9.1** Any Interested Party may file a protest. In order to be timely, a protest must be submitted, in writing, to the Finance Department no later than 5:00 p.m. on the

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tenth calendar day after the date that the notice of intent to award was sent and the procurement file was made available for public inspection by the Purchasing Supervisor.

An Interested Party may request an extension of the time limit for filing a protest by submitting in writing a request for extension for good cause. The Finance Director shall approve or deny the request in writing. If the extension is approved, a new date for submission should be determined. Protests that are not submitted in a timely manner to the Finance Director shall be rejected.

A protest shall contain all of the following (failure to provide any of the following is grounds for the Finance Director to reject a submitted protest):

- 9.1.1** Name, mailing address and telephone number of the Interested Party;
  - 9.1.2** Identification of the solicitation or contract giving rise to the protest;
  - 9.1.3** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
  - 9.1.4** The signature of the Interested Party or the Interested Party's representative; and
  - 9.1.5** The form of relief requested.
- 9.2** The Finance Director shall not consider a protest unless the protest contains facts and evidence that, if true, would establish one or more of the following:
  - 9.2.1** A material violation of the issued solicitation;
  - 9.2.2** A material violation of this Section;
  - 9.2.3** A failure to correctly apply the criteria set forth in the solicitation
  - 9.2.4** A failure to correctly apply or calculate the scoring of responsive proposals that were not rejected by either the evaluation committee or the Purchasing Supervisor; and/or
  - 9.2.5** A bias exercised by one or more of the evaluation committee members or the Purchasing Supervisor in the solicitation process, excluding a bias that arose during the evaluation process due to how well one or more proposals met the criteria established in the solicitation.
- 9.3** The Finance Director shall not consider a protest if:
  - 9.3.1** The protest is based on a rejection by the evaluation committee or the Purchasing Supervisor for failure to conform in all material respects to the requirements of the issued solicitation or other reasonable grounds set forth by the evaluation committee or the Purchasing Supervisor; or
  - 9.3.2** The protest is based on a rejection by the Purchasing Supervisor for failure to attend a mandatory pre-proposal conference.
- 9.4** If the Finance Director determines that a protest is timely and otherwise complies with this Section and other applicable law, the Finance Director shall:
  - 9.4.1** Dismiss the protest without holding a hearing and issue a corresponding written dismissal if the Finance Director determines that the facts and/or evidence in the protest, even if true, are insufficient to uphold the protest;
  - 9.4.2** Uphold the protest without holding a hearing and issue a corresponding

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written decision if the Finance Director determines that the undisputed facts of the protest establish that the protest should be upheld; or

- 9.4.3** Hold a hearing on the protest if there are genuine issues of fact or law that need to be resolved in order to determine whether the protest should be denied or upheld, and, subsequently, issue a written decision in response to the protest.

- 9.5** If the Finance Director dismisses or denies a protest pursuant to this section or other applicable law, Yavapai County may enter into a contract with the vendor who was issued the applicable notice of intent to engage in contract negotiations.

If the Finance Director upholds a protest, the Finance Director shall also determine how Yavapai County shall proceed regarding the issued solicitation, including, but not limited to, directing the evaluation committee or the Purchasing Supervisor to engage in the evaluation process once again with specific directions to engage in or omit certain actions, re-issue the solicitation, or cancel the solicitation.

The Finance Director shall promptly issue a written decision regarding any protest and disseminate the written decision by mail, email, or otherwise furnish a copy of the written decision to the protestor. A protestor may not file an action, appeal, or otherwise, regarding a written decision issued by the Finance Director in response to a protest with any appeals panel, court, or any other forum.

Notwithstanding anything in this Section to the contrary, Yavapai County and the protestor may settle a protest by mutual agreement.

## SPECIAL REQUIREMENTS OF SOLICITATION

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

1. **PRICING.** Submitted pricing must identify and include all costs of the proposed project including but not limited to: all equipment, supplies, and labor, site assessment, project management, documentation, travel, and taxes. All taxes, including sales and/or transaction privilege taxes, must be identified separately. All capital and nonrecurring costs must be disclosed up front and identified in the Offer.

Submitted pricing must include all items and services identified in the Scope of Work in the quantities specified; no partial quotes will be accepted unless specified within the Scope of Work.

2. **CONTRACT AWARD.** Contract Award(s) will be made to the most responsive and responsible Offer(s) based on this Solicitation and the evaluation criteria set forth in this Solicitation and for which the Offer(s) are determined to be the most advantageous to County. Solicitation Contact Person shall recommend an Award or no Award, subject to approval of a majority vote of the County Board of Supervisors. Evaluation criteria is more particularly described in the Award Criteria and Scoring Method. The procurement file shall contain the basis on which the Award is made.
3. **MULTIPLE AWARDS.** County may issue a single Award to one Offeror under this Solicitation or County may Award multiple contracts if it determines, in its sole and absolute discretion, that doing so is the most advantageous and in the best interests of County.
4. **TERM OF CONTRACT.** The term of the Contract shall commence on the date of Award and shall continue for a period of one [1] year thereafter, unless terminated, canceled or extended as otherwise provided herein. There will be options for four one-year terms.
5. **QUESTIONS.** All questions and inquiries must be submitted to Solicitation Contact Person via email or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service at the address listed on the first page of the General Submission Instructions. All questions and inquiries with responses will be posted to the County website at: <https://yavapaiaz.gov/bids>.
6. **NON-EXCLUSIVE CONTRACT.** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source.
7. **OFFER FORMAT.**

- 7.1 Submit two (2) hard copies of the Offer along with the Offer one (1) copy on a USB drive. Offers shall be composed of tabbed sections in the following order:

## SPECIAL REQUIREMENTS OF SOLICITATION

- 7.1.1 Introductory Letter.
- 7.1.2 Table of Contents.
- 7.1.3 Signed Solicitation Addendum(s) (if applicable)
- 7.1.4 Contractor Background, Experience, and Qualifications. This section should also specifically identify the employees that will be assigned to this account, including their relevant education and experience and the number of years employed by Contractor.
- 7.1.5 References: provide at least 5 references.
- 7.1.6 Scope of Work and Technical Proposal. The Scope of Work and Technical Proposal shall include, but is not limited to, the following:
  - 7.1.6.1 Completed Questionnaire(s).
  - 7.1.6.2 Narrative Description.
  - 7.1.6.3 List of subcontractors. If none, so specify.
  - 7.1.6.4 Project Timeline.
- 7.1.7 Cost/Pricing Proposal.
- 7.1.8 Offer Sheet.
- 7.1.9 Acknowledgement and Acceptance.
- 7.1.10 Request for Confidentiality of Proprietary Information (if applicable).
- 7.1.11 Non-Collusion Affidavit.

7.2 Failure to submit any of the above required documents may result in rejection of the Offer, in County's sole and absolute discretion.

### 8. **ESTIMATED PROCESS TIMELINE.**

- 8.1 RFP Posting 44 days.
- 8.2 Offer Evaluation (estimated to be 20 business days).
- 8.3 **Demonstration (if needed) (estimated to be 15 days)**
- 8.4 Request for Best and Final Offers (if needed) (10 business days).
- 8.5 Contract Award.

Please review the enclosed requirements, specifications, and terms of the entire Solicitation carefully. County reserves the right to accept or reject, cancel, postpone any or all offers, waive minor irregularities, and/or accept any Offer deemed to be in the best interest of County according to the evaluation criteria disclosed herein.

Offerors are encouraged to seek clarification on any item within this Solicitation. Responses will be posted as described in this Solicitation. The submission of an Offer indicates that Offeror understands the requirements and specifications and agrees to the terms and conditions set forth herein.

All information will be made available for public inspection after Award except pursuant to

## SPECIAL REQUIREMENTS OF SOLICITATION

the confidentiality provisions of the Solicitation. The above timeline is an estimate only.



# AWARD CRITERIA AND SCORING METHOD

## 1. INTRODUCTION TO SCORING AND AWARD PROCESS:

County will award contract(s) to projects that provide the highest public benefits for the public costs incurred and that meet all technical and statutory requirements. To evaluate the Offer(s) for public benefits and costs incurred, certain priorities must be considered.

To fulfill this requirement of reviewing Offer(s) in an objective and fair manner, Offer(s) will be reviewed and evaluated by a team composed by County. This team will use the following Award Criteria and associated point values to assist in scoring and awarding contract(s). If Offeror submits an Offer for multiple areas, County may score each area separately and award Offeror less than all the proposed areas unless Offeror otherwise indicates Offeror is not willing to accept a partial award.

These criteria reflect information provided in response to this Solicitation. To ensure that Offer(s) receive the best possible scoring, complete and comprehensive responses must be provided to all information requested in the Solicitation.

### 1.1. Award Criteria.

	Award Criteria	Available Points	Proposal Score
1.	Cost of proposal	40	
2	Delivery Time frame	20	
3	Ability to Provide Ongoing Support	20	
4	Structure and layout of dashboard – does it flow intuitively and provide ease of use.	20	
5	Does the dashboard allow for upload of external information that is incorporated into charts and information structure	20	
2.	Experience in creating public-facing dashboard of this type	20	
3.	Prior experience providing information in a government setting.	10	
4.	Ability to provide initial training to YCCHS staff	10	
5.	Supportability to provide general dashboard maintenance after launch	10	
6.	Provide IT support as needed and cooperate with Yavapai County ITS	10	

## AWARD CRITERIA AND SCORING METHOD

7.	Ability to accommodate and address needed modifications that may arise	10	
8.	Hosting capabilities	10	
<b>Total</b>		<b>200</b>	

## SCOPE OF WORK

This project is funded solely by Settlement Funds from the One Arizona Distribution of Opioid Settlement Funds Agreement (One AZ Agreement). A copy of the Settlement Agreement is attached as Attachment "A". In order for purchases to be eligible for reimbursement by One AZ Agreement, products and services must meet Opioid Abatement Strategies criteria, as set out in the One AZ Agreement. The Dashboard should be completed by June 30, 2024.

Contractor is required to independently determine applicable legal requirements and must comply with all local, state, and federal laws, rules, and regulations, including One AZ Agreement, and any other performance and reporting required by the Arizona Attorney General's Office.

Yavapai County Community Health Services is looking for a Dashboard that will report out to County citizens and stakeholders with a transparent view of the projects and grants and programs that are being funded using Opioid Litigation Settlement funds. The goal of YCCHS with the Dashboard is at first a quick dashboard overview of current efforts to address the opioid crisis in Yavapai County with the goal of creating awareness of the opioid crisis in the County. In addition, our goal is for County stakeholders to use this information to structure their programs and outreach efforts in the County to meet the challenge of the opioid crisis. We are asking for the ability for dashboard users to be able to access and see current status of specific grants and programs for additional information that would include:

- Grants and programs scope of work
- Deliverables met – abatement strategies met.
- Funds disbursed YTD with information updated monthly.
- Citizens served and impacted with the programs.
- Success Stories
- Continued Challenges

Herein are a partial and general summary of applicable provisions and requirements and is not intended as a complete or technically correct statement of all applicable requirements of One Arizona Agreement.

1. Design and create a functional and interactive web dashboard with pages used to track and measure opioid response strategies to include:

- YCCHS internal programs and projects (community outreach events, NARCAN distribution efforts, training and education, etc.)
- External programs and projects led by community stakeholders and partners with oversight provided by YCCHS (opioid litigation settlement grant projects)
- Information and data should be accessible via a customized search function.
- Home page dashboard that outlines the Opioid Crisis on a national, then state and then local level. To include information about the Opioid Litigation projects in Yavapai County. Dashboard with quick view of deliverables from internal projects, external partner strategies
- From that Home Page the ability to access YCCHS projects and community grantor projects.

## SCOPE OF WORK

- The pages will need to be changeable as the grants and programs change so the system needs to be customizable by internal program staff and County ITS.
- Information will be collected by internal program staff and the dashboard will need to allow us access to update the information on all pages. Information will be available in Word and Excel format for uploading.
- Annual reports are required on the use of these funds and YCCHS staff need to be able to export information to populate these reports on YTD reports.
- The dashboard will provide information that enables YCCHS to apply for grants to help address the opioid crisis in Yavapai County.
- YCCHS wants to be involved in the process and encourages regular meetings for status and project input.
- Internal staff dedicated to this project include Section Manager for Opioid and Mental Health Program, Assistant Director for Public Health, CHS Administrator for fiscal, Office Manager for YCCHS, and Yavapai County ITS.
- Please provide staffing for project as well as timeline for project design, implementation and rollout as well as availability for post rollout questions.
- Project requires obtaining domain registration, hosting services and website maintenance for a period of five (5) years.
- Contractor will need to follow security best practices, OWASP Top 10, and the latest standards for web technologies (certificates, protocols, authentication, etc). As appropriate, security requirements may depend upon what data will be stored on the site (HIPPA, Financial data, etc).

## REQUIRED DOCUMENTS FOR OFFER

**Return this Section with your Response**

### QUESTIONNAIRE

**In all sections that follow, please provide concise and complete responses to all information requested. Accurate and comprehensive responses are required to receive the best possible scoring and must provide all necessary information to fully describe and document the Offer.**

1. Please provide a description of your approach to the scope of work.
2. Please provide project staffing and amount of time allocated to the project for each staff.
3. Please provide prior experience working on similar projects
4. Please provide a copy of the active SAM.gov registration for your business that shows no exclusions.

## REQUIRED DOCUMENTS FOR OFFER

**Return this Section with your Response**

### REFERENCES

Use this form or include your own reference listing. Offeror may add a project description if desired.

Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Size of Project: \_\_\_\_\_ Year(s) Services Provided: \_\_\_\_\_

Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Size of Project: \_\_\_\_\_ Year(s) Services Provided: \_\_\_\_\_

Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Size of Project: \_\_\_\_\_ Year(s) Services Provided: \_\_\_\_\_

Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Size of Project: \_\_\_\_\_ Year(s) Services Provided: \_\_\_\_\_

Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Size of Project: \_\_\_\_\_ Year(s) Services Provided: \_\_\_\_\_

## REQUIRED DOCUMENTS FOR OFFER

**Return this Section with your Response**

### OFFER

Offeror must complete, sign, and submit this form with the proposal response. An unsigned "Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

<b>COMPANY INFORMATION</b>			
Full Company Legal Name:			
Street Address:			
City, State, Zip:			
Contact Person for Clarifications Related to this Offer:			
E-mail Address:		Phone Number:	
<b>COMPANY TAX INFORMATION</b>			
Arizona Transaction Privilege (Sales) Tax License No.:			
Federal Employer Identification No.:			

### THIS PROPOSAL IS OFFERED BY

#### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications, and amendments in Solicitation No. CHS 1006, including written exceptions, if any. By signing below, Offeror also certifies understanding and compliance with Solicitation No. CHS 1006, including the Special Requirements and Scope of Work. Offeror certifies that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

\_\_\_\_\_  
Signature of Authorized Offer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

## REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

### ACKNOWLEDGEMENT AND ACCEPTANCE

*Explanatory Note: The purpose of this form is to confirm Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.*

#### Acknowledgement:

Offeror, by and through the undersigned representative, acknowledges and accepts all terms and conditions of Solicitation No. CHS 1006. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications, and warranties set forth in the documents that comprise the Solicitation, including, but not limited to, the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation, Scope of Work, Solicitation Addendums (if any).

I/We have received and considered Solicitation No. CHS 1006, including any Solicitation Addendums through Addendum #                     .

<i>Signature of Authorized Representative of Offeror:</i>		<i>Date:</i>
<i>Printed Name and Title:</i>		
<i>Full Company Legal Name:</i>		
<i>Street Address:</i>	<i>City, State:</i>	<i>Zip:</i>



## REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

### REQUEST FOR CONFIDENTIALITY OF PROPRIETARY INFORMATION

*Explanatory Note: The purpose of this form is to request that County treat as confidential specific information in the Offer that Offeror believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form.*

If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality. Offeror acknowledges that County is subject to Arizona Public Records Law found in A.R.S. §§ 39-121 et seq. and any exemptions thereto. Upon receipt of a public records request or other request to release certain information identified by Offeror as Confidential, County shall make an internal determination as to whether Offeror's request for confidentiality is supported by Arizona law. If County determines that certain requested information is not confidential under Arizona Public Records Law, County shall advise Offeror of receipt of the request for the information and allow Offeror ten (10) business days to file for and obtain a protective order from a court prohibiting disclosure of the information. If Offeror fails to request or obtain a protective order in the time indicated, the information shall be disclosed.

Requests to protect pricing information or the entire Offer from disclosure will be denied.

Offeror, by and through the undersigned representative, requests that the specific information, described below **and** identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. Specific pages must be listed.

**Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.**

1. Description of specific information that is the subject of the request.
2. The reason or reasons why the information should be treated as confidential.

Signature of Authorized Representative of Offeror: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Full Company Legal Name

\_\_\_\_\_  
Street Address, City, State, Zip

## REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

### NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I, \_\_\_\_\_, affiant,  
(Print Name of Person Authorized to Sign Offer)

the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

being first duly sworn upon my oath, deposes and says:

1. I am authorized to sign this affidavit and submit the Offer on behalf of the persons, corporation, or company who makes the accompanying Offer.
2. That such Offer is genuine and not sham or collusive, nor made in the interest of, or on behalf of, any persons not herein named.
3. That Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm, or corporation to refrain from making an offer.
4. That Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## OFFEROR CHECKLIST

This checklist is provided as a courtesy for Offeror to be sure Offer includes at least the following contents:

- \_\_\_\_\_ **Introductory Letter**
- \_\_\_\_\_ **Table of Contents**
- \_\_\_\_\_ **Signed Solicitation Addendum(s)** (if applicable)
- \_\_\_\_\_ **Offeror Background, Experience, and Qualifications**
- \_\_\_\_\_ **References**
- \_\_\_\_\_ **Scope of Work and Technical Proposal**, including, but not limited to:
  - \_\_\_\_\_ Questionnaire Responses
  - \_\_\_\_\_ Narrative Description
  - \_\_\_\_\_ List of subcontractors (if none, so specify)
- \_\_\_\_\_ **Cost/Pricing Proposal**
- \_\_\_\_\_ **SAM.gov Registration – current with no exclusions**
- \_\_\_\_\_ **Offer Sheet**
- \_\_\_\_\_ **Acknowledgement and Acceptance**
- \_\_\_\_\_ **Request for Confidentiality of Proprietary Information** (if applicable)
- \_\_\_\_\_ **Non-Collusion Affidavit**

# SPECIMEN CONTRACT

**Specimen Contract**  
*Not for Execution*

## YAVAPAI COUNTY CONTRACT BETWEEN YAVAPAI COUNTY

AND \_\_\_\_\_

Contract # \_\_\_\_\_

## YAVAPAI COUNTY CONTRACT BETWEEN YAVAPAI COUNTY

AND \_\_\_\_\_

Contract # \_\_\_\_\_

This Yavapai County Contract (hereinafter this "Contract") is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County") and \_\_\_\_\_, a(n) \_\_\_\_\_ corporation/limited liability company (hereinafter the "Contractor"). County and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on 1 2024, the County issued a Request for Proposal, Solicitation No CHS 1006 ("RFP" or "Solicitation"); and,

WHEREAS, upon evaluation of the offers as submitted, the County, upon a determination that Contractor is a responsible offeror whose offer conforms to the requirements as set forth in the RFP and is the most advantageous to the County concerning price and conformity to the specifications; and,

WHEREAS, County has authorized an award to Contractor and approved the execution of this Contract; and,

WHEREAS, County and Contractor desire to enter into this Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor, intending to become legally bound, hereto agree as follows:

**Term.** This Contract's term shall be effective for a period of one (1) year, beginning at Board of Supervisor approval, with an opportunity to renew for two (2) additional one (1)

## SPECIMEN CONTRACT

year terms, with the mutual consent of Yavapai County and Vendor from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated or further extended pursuant to the provisions of this Contract.

- a. **Cancellation for Conflict of Interest.** County may cancel this Contract pursuant to A.R.S. § 38-511 for conflict of interest.
- b. **Cancellation for Convenience.** County reserves the right to immediately cancel this Contract without penalty or recourse, in whole or in part, when County determines cancellation to be in the best interests of County. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- c. **Cancellation for Non-performance or Contractor Deficiency.** County reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of this Contract. County may issue a written deficiency notice to Contractor for any material violation of this Contract, including, but not limited to, the following:
  - i. Failing to comply with the accepted terms and conditions of this Contract.
  - ii. Providing material that does not meet the specifications of this Contract.
  - iii. Providing work and/or material that was not awarded under this Contract.
  - iv. Failing to adequately perform the services set forth in the scope of work.
  - v. Failing to complete required work or furnish required materials within a reasonable amount of time.
  - vi. Failing to make progress in performance of this Contract and/or giving County reason to believe that Contractor will not or cannot perform the requirements of this Contract.
  - vii. Performing work or providing services under this Contract prior to receiving a County approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to County to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by County, along with documents, data, and reports prepared by Contractor under this Contract shall become the property of County.

- d. **Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of this Contract, up to the date of cancellation and as directed in the cancellation notice.
- e. **Cancellation for Improper Conduct.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of County with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with Federal rules and County's policy regarding gratuities. Samples of software, equipment, or hardware provided to County for

## SPECIMEN CONTRACT

demonstration or evaluation are not considered gratuities.

- f. **Cancellation for Lack of Appropriation.** Every payment obligation under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated or allocated and available for the continuance of this Contract, this Contract may be terminated at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and no party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
2. **Contract Award and Contract Documents.** This Contract awards a contract under Solicitation No. CHS 1006. Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor's offer are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following contract documents as attached hereto are incorporated herein and made a part of this Contract:
- a. This Contract, and any amendments or modifications to this Contract.
  - b. Solicitation No. CHS 1006, attached hereto as Exhibit A; and
  - c. Contractor's Offer, attached hereto as Exhibit B.
3. **Subcontracts and Amendments.**
- a. **Amendments.** This Contract may be modified only through a written amendment. Changes to this Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized County employees or agents or made unilaterally by Contractor are violations of this Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. This Contract may be amended by County at any time to bring this Contract into compliance with applicable local, state, and federal laws and regulations.
  - b. **Subcontracts.** Contractor shall not enter into any Subcontract under this Contract without the advance written approval of Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of this Contract.
  - c. **Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of Solicitation Contact Person.
4. **Contract Order of Precedence.** Exhibit A, Solicitation No. CHS1006, Exhibit B, Contractor's Offer, and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments, interpretations will be based on the following priorities in the following order:
- a. Amendments and/or modifications to this Contract;

## SPECIMEN CONTRACT

- b. This Contract;
- c. Exhibit A, Solicitation No. CHS 1006; and
- d. Exhibit B, Contractor's Offer.

### 5. Basic obligations of the Parties.

- a. County agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. CHS 1006 and this Contract in an amount not to exceed \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_.) ("Contract Price"). All on going costs and expenses are the sole responsibility of Contractor.
- b. County agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.
- c. Contractor shall provide the services identified in Contractor's Offer.
- d. County will own the rights to the dashboard software used for content upload and management, website design, data, and the domain name and registration upon completion of the contract. Contractor will assist with the transfer of ownership to the County.

### 6. Notices. All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to County to:  
Yavapai County Board of Supervisors  
Attn: Clerk of the Board  
1015 Fair Street  
Prescott, AZ 86305

If to Contractor to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

### 7. Dispute Resolution, Governing Law and Venue.

[RFP #CHS 1006 OPIOD RESPONSE DASHBOARD]

## SPECIMEN CONTRACT

- a. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Arizona.
  - b. **Venue.** The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court.
  - c. **Alternative Dispute Resolution.** In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 8. **Contractual Remedies.** The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be supplemented by this Contract.
  - a. **Right to Assurance.** If County in good faith has reason to believe that Contractor does not intend to or is unable to perform or continue performing this Contract, County may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of this Contract. Upon anticipatory breach, County may pursue all remedies, including termination of this Contract. Contractor may also be required to pay to County all or part of the funds that were paid by County to Contractor through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days and Contractor shall be responsible for all collection and litigation costs of County, including attorney fees.
  - b. **Stop Work Order.**
    - i. County may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
    - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. Solicitation Contact Person shall make an equitable adjustment in the delivery schedule or Contract price, or both, and this Contract shall be amended in writing accordingly.
  - c. **Nonconforming Tender.** Products and materials supplied under this Contract shall fully comply with this Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with this Contract constitutes a material breach of contract. On delivery of nonconforming materials, County may terminate this Contract or pursue any other right or remedy available to it.



## SPECIMEN CONTRACT

- d. **Right to Offset.** County shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by County as a result of Contractor's nonconforming performance or failure to perform this Contract.
- e. **Non-exclusive Remedies.** The rights and the remedies of the parties under this Contract are not exclusive.
- f. **Force Majeure.** Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or 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. As used in this Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:
  - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - ii. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in this Contract.
  - iii. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract.

- 9. **Relationship of Parties.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees. County shall have no contractual relationship with any subcontractor.

- 10. **Payment.**

## SPECIMEN CONTRACT

- a. **Contractor Invoice.** Contractor shall invoice County after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to Solicitation Contact Person.
- b. **Contractor Payment.** Upon approval, County shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net forty-five (45) days from receipt of Contractor's invoice.
- c. **IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with County to receive payment under this Contract.
- d. **Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to County within the time allowed by law, in the form of a check or credit memo, as determined by County.
- e. **Progress Payments.** County may make progress payments under the following conditions: 1) County and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) County accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with any local governing entity rules, and any and all other applicable rules and regulations.

### 11. Product Changes.

- a. **Current Products.** Contracts shall be for materials and equipment in current production at the time the Offer is submitted.
- b. **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. County may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. County, in its sole and absolute discretion, may approve the request by issuing notice to Contractor or a Contract amendment. Upon approval by County, Contractor shall make available electronic price lists/catalog updates at no additional cost to County.

### 12. Risk and Liability

- a. **Risk of Loss.** Contractor shall bear all loss of conforming material covered under this Contract. Mere provision of goods or services does not constitute acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of delivery.

## SPECIMEN CONTRACT

- b. Indemnification.** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. If this Contract is subject to the limitations of A.R.S. § 41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by that statute.

This indemnification shall survive the termination of this Contract.

Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

### 13. Shipping and Delivery.

- a. Shipping Terms.** Prices shall be F.O.B. Destination to the delivery location(s) designated by The County. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The County will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspections. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
- b. Shipping Charges.** County shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- c. Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor's expense. All risk of transportation and all related charges shall be Contractor's responsibility.

### 14. Taxes.

## SPECIMEN CONTRACT

- a. **Payment of Taxes.** County is responsible for payment of all taxes listed on the invoice except as otherwise outlined herein. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
  - b. **Pre-tax Prices.** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by County.
  - c. **Federal Excise Tax.** County is exempt from paying federal excise tax.
  - d. **Property Taxes.** County is exempt from property taxes.
  - e. **State and Local Transaction Privilege (Sales) Taxes.** County is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from County does not relieve Contractor from its obligation to remit taxes to the proper revenue office.
  - f. **Tax and Withholding Indemnification.** Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractors. Contractor shall hold County harmless and shall require its subcontractors to hold County harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.
15. **Time of the Essence.** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the County using an acknowledgment of receipt of order and intent to perform without delay for instruction. The County reserves the right to terminate this contract and to hold Contractor liable for any cost of cover, excess cost(s) or damages(s) incurred as a result of delay.
16. **Warranty and Quality Guarantees.**
- a. **Fitness.** Contractor warrants that all equipment, material, and services supplied to County shall fully conform to all requirements of this Contract and all representations of Contractor, and shall be fit for all purposes and uses required by this Contract.
  - b. **Inspection.** Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by County.
  - c. **Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of this Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:
    - i. Of a quality to pass without objection in the industry or trade normally associated with them;

## SPECIMEN CONTRACT

- ii. Fit for the intended purposes for which they are used;
  - iii. Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by this Contract;
  - iv. Adequately contained, packaged, and marked as this Contract may require; and
  - v. In conformance with the written promises or affirmations of fact made by Contractor.
- d. **Compliance with Applicable Laws.** The equipment, materials, and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permits.
- e. **Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of this Solicitation.
- f. **No Liens.** Contractor warrants that the materials supplied under this Contract are free of liens.
- g. **Survival of Rights and Obligations.**
  - i. Contractor's Representations and Warranties. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination of this Contract.
  - ii. Contractor shall, in accordance with all terms and conditions of this Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of this Contract, unless otherwise directed in writing by Solicitation Contact Person.
  - iii. The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the County, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the County, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to County's satisfaction within a reasonable period of time, County may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise or reduce or eliminate any legal or equitable remedies.
- 17. **Third Parties.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against County or Contractor. This Contract is not intended to benefit any third party.
- 18. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

## SPECIMEN CONTRACT

19. **Assignment.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Contract, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
20. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
21. **Headings and Construction of Contract.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
22. **Fair Meaning.** This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
23. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.
24. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If County and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.
25. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
26. **State and Federal Terms.**



## SPECIMEN CONTRACT

- a. **Immigration Law Compliance.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach of this Contract, and County shall have the right to terminate this Contract for such a breach, in addition to any other applicable remedies. County retains the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
  - b. **Prohibition of Boycott of Israel.** If Contractor engages in for-profit activity and has ten or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393 et seq. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
  - c. **Certification Pursuant to A.R.S. § 35-394.** Contractor certifies that it does not currently, and agrees for the duration of this Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of this Contract that Contractor is not in compliance with the written certification, Contractor shall notify County within five business days after becoming aware of the noncompliance. If Contractor does not provide County with a written certification that Contractor has remedied the noncompliance within 180 days after notifying County of the noncompliance, this Contract terminates, except that if this Contract termination date occurs before the end of the remedy period this Contract terminations on this Contract termination date.
  - d. **Americans With Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
27. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.
28. **Parol Evidence.** This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.
29. **Entire Contract.** This Contract and Exhibits A and B contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations

## SPECIMEN CONTRACT

relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.

- 30. Counterparts and Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.
- 31. Legal Contract.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.
- 32. Bond Requirements.** Bond requirements are as follows:
- 9.1 Performance Bond.** A performance bond on the part of Contractor for 100 percent (100%) of the Contract price. A “performance bond” is one executed in connection with the Contract to secure fulfillment of all Contractor’s requirements under the Contract.
  - 9.2 Payment Bond.** A payment bond on the part of Contractor for 100 percent (100%) of the Contract price. A “payment bond” is one executed in connection with the Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
- 33. Insurance.** Contractor shall procure and maintain, until all its obligations under this Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have worker’s compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or this Contract.



## SPECIMEN CONTRACT

- a. Insurance Coverage.** Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

**i. Commercial General Liability – Occurrence Form.**

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	\$4,000,000
Products –Complete Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: "The County of Yavapai shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor."

Commercial General Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

**ii. Business Automobile Liability.**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall contain, or be endorsed to contain, the County of Yavapai as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or borrowed by Contractor.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

**iii. Worker's Compensation and Employers' Liability.**

## SPECIMEN CONTRACT

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

iv. Professional Liability (Errors and Omissions Liability).

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

In the event that any professional liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

**b. Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

- i. Contractor's insurance coverage shall be primary insurance and include Contractor's ongoing and completed operations.
- ii. Any insurance carried by the County of Yavapai shall be excess and non-contributory with respect to all other available sources.

**c. Notice of Cancellation.** For each insurance policy required by these insurance provisions, Contractor shall provide to County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, emailed, hand-delivered

## SPECIMEN CONTRACT

or sent by facsimile transmission to Solicitation Contact Person.

- d. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an “A.M. Best” rating of not less than A-VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
  - e. Verification of Coverage.** Contractor shall furnish County with certificates of insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

    - i. All certificates and endorsements are to be received and approved by County before work commences. Each insurance policy required must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
    - ii. All certificates required by this Contract shall have “Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers” and 1015 Fair Street, Prescott, AZ 86305 as “Certificate Holder” and be sent directly to Solicitation Contact Person. The Yavapai County project/contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
  - f. Subcontractors.** Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. County reserves the right to require, at any time throughout the life of this Contract, proof from Contractor that its subcontractors have the required coverage.
  - g. Approval and Modifications.** Solicitation Contact Person, in consultation with Yavapai County Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Any such modification or variation from the insurance requirements in this Contract will not require a formal contract amendment, but may be made by administrative action.
- 34. Safety.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and County property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state, and local government laws, regulations, and job safety requirements, including the Occupational Safety and Health

## SPECIMEN CONTRACT

Act.

- 35. Licenses.** Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all laws, ordinances, and regulations pertaining to the lawful provision of services under this Contract. County reserves the right to stop work and/or cancel this Contract of any Contractor who fails to obtain any required permits or regulatory approvals or whose license(s) expire, lapse, are suspended, or are terminated.
- 36. Cooperative Use of this Contract.** Yavapai County has entered into various cooperative purchasing agreements with other Arizona government entities, including the Strategic Alliance for Volume Expenditures ("SAVE") cooperative. This Contract may be extended for use by other municipalities, counties, school districts, and government agencies in the State of Arizona ("entities"). Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entities. Orders placed or services received by the other entities and payment thereof will be the sole responsibility of that entity. Yavapai County shall not be responsible for the contract or any disputes arising out of the transactions made by another entity.
- 37. Non-Discrimination.** The Contractor shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.

# SPECIMEN CONTRACT

## APPROVALS

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

County: Yavapai County, a political subdivision of the State of Arizona

\_\_\_\_\_  
Craig L. Brown, Chairman  
Yavapai County Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jayme Rush, Clerk of the Board  
Yavapai County Board of Supervisors

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_, \_\_\_\_\_ corporation/limited liability  
company

\_\_\_\_\_  
Signature of Authorized Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

# EXHIBITS

## EXHIBIT A *Request for Proposal CHS 1006*

## EXHIBITS

### EXHIBIT B *Request for Proposal Response*

## EXHIBITS

**ATTACHMENT A to Request for Proposal**  
**One Arizona Distribution of Opioid Settlement Funds Agreement**