

GILA COUNTY
REQUEST FOR PROPOSALS (RFP) NO. 072120

LOBBYIST SERVICES

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Woody Cline, Chairman
Tim R. Humphrey, Vice Chairman
Tommie C. Martin, Member

COUNTY MANAGER
James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 072120
LOBBYIST SERVICES**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors for Lobbyist Services.

SUBMITTAL DUE DATE: 3:00 PM, Local Arizona Time, September 15, 2020

RETURN PROPOSAL TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 072120 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file.

Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Payson Roundup: **August 25, 2020 and, September 1, 2020**

Signed: _____
Woody Cline, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

TABLE OF CONTENTS

CONTENT	PAGE
Notice of Solicitation	1
Table of Contents	2
Intent	3
Scope of Work	4-5
Exhibit “A”; Instructions to Bidders	6-8
Preparation of Sealed Bid	6
Amendments	7
Inquiries.....	7
Late Proposals	7
Submittal Bid Format	7-8
General Terms and Conditions	9-10
Award of Contract	9
Protests	9
Laws & Ordinances.....	10
Exhibit “B”; Contract Award Agreement	11-15
Overcharges by Antitrust Violations.....	11
Authority to Contract	11
Contract Amendments	11
Contract Default	11
Right to Assurance.....	12
Co-op Intergovernmental Purchasing Agreement	12
Cancellation of County Contracts.....	12
Termination of Contract.....	12
Indemnification Clause.....	13
Insurance Requirements	13-15
Exhibit “C”; Minimum Specifications and Information	16-17
Section 1.0; General Purpose	16
Section 2.0; Bid Pricing & Term	16
Section 3.0; Negotiations	16
Qualification and Certification Forms	18-19
Price Sheet	20
Reference List	21
No Collusion Form	22
Certification Regarding Debarment	23
Intentions Concerning Subcontracting	24
Legal Arizona Workers Act Compliance	25
Checklist & Addenda Acknowledgment	26
Offer Page	27
Acceptance of Offer Page	28

INTENT

REQUEST FOR PROPOSAL FOR: **Lobbyist Services**

INTENT:

The purpose of this solicitation is to retain legislative representative(s) under contract to assist Gila County with legislative issues that may impact the County. Gila County intends to supplement the efforts of the Gila County Manager's Office, other outside lobbyists currently retained under contract to represent the County, County employees and Elected Officials at the State Legislature.

- The resulting contract will provide for an all-inclusive, monthly fixed fee retainer for the General Lobbyist for work as defined in this Statement of Work.

For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

- The Contractor shall provide at a minimum the following services.
- The Lobbyist shall consult with The County to provide advocacy services for state transportation projects which are in the best interested of the County as directed by the County Manager and staff.
- The Lobbyist shall provide strategic advice, direction and recommendations, including preparation of briefing packages and information papers based on input from the County Manager or his designated representative. The Lobbyist shall develop and present legislative positions and political strategies on issues of significance to Gila County and shall prepare, pursue, monitor, track and/or lobby for or against legislative proposals as directed by the County. This will include attending hearings, meetings and other gatherings where legislation or issues which may impact the County are to be developed, discussed or negotiated.
- The Lobbyist shall also be given assignments that may include performing research and providing information to the County on infrastructure-related state administrative policy, identifying state funding or grant opportunities for County infrastructure programs, preparing and/or reviewing reports and information on Legislative hearings as well as giving testimony on issues affecting County infrastructure programs and other issues. In addition, the Lobbyist is expected to monitor and review all bills introduced or amended by the Legislature on subject areas affecting Gila County as requested, and to advise the County Manager of the progress and status of such legislation. Upon request, the Lobbyist shall arrange for meetings and provide materials for Gila County Board of Supervisors or other officials traveling to the state or other venues to discuss infrastructure issues.
- The Lobbyist shall also be required to provide briefings on emerging issues that will or may affect the County 's State agenda and goals. Written reports detailing major activities undertaken on behalf of Gila County shall be submitted quarterly or more frequently as may be requested by the County.
- The Lobbyist shall, upon request, assist in developing partnerships with other governmental entities or the private sector that could improve legislative advocacy for programs that benefit Gila County. The Lobbyist may be asked to recommend and/or perform liaison and follow-up work to obtain the most favorable consideration of resulting proposals and/or programs.
- The Lobbyist shall maintain accurate financial and performance records and comply with County procedures for billing and accounting for the cost of services performed.
- The Lobbyist shall comply with all applicable Arizona Revised Statues regarding lobbyist registration, reporting and related activities.
- The Lobbyist shall submit a report of accomplishments to the County Manager and Board of Supervisors for use in determining cost effectiveness of Lobbying efforts.
- The Lobbyist shall agree to not engage in private litigation against the County or accept other legislative representation that may reasonably conflict with the County 's legislative positions without first obtaining written permission from the office of the County Attorney (in the case of private litigation) or the County Manager (in the case of legislative representation).
- Serves as the County 's liaison between the Arizona State Legislature, the Governor of the State of Arizona, and specified State agencies, under the direction of the County Manager, and the three member Board of Supervisors, for the purpose of communicating the County 's position on specific issues and receiving useful information from outside parties on those issues.

- The primary state subject areas include: (1) State financial and budget issues that have a potential impact on Gila County government operations and finances, (2) planning, zoning and land use issues, (3) State-local taxation issues that could affect the County financially, (4) general government, and (5) County public official responsibilities, powers and duties.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract. The county will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.
- F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 27.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a proposal being rejected as non-responsive.

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, September 10, 2020 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals** are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "LOBBYIST SERVICES", Proposal No., "072120", Date "September 15, 2020", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all state, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable state regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

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

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

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and state funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including 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, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes 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 state, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **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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4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract 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 two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- 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 B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this contract 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.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and contract number and project description shall be noted on the certificate of insurance. The county reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the county separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide LOBBYIST SERVICES for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures**, shall be submitted at time of bid opening.
 - 1.3.2 Qualification and Certification Form (page 19-20)
 - 1.3.3 Price Sheet (page 21)
 - 1.3.4 References List (page 22)
 - 1.3.5 No Collusion Certification (page 23)
 - 1.3.6 Certification of Debarment (page 24)
 - 1.3.7 Intentions Concerning Subcontracting (page 25)
 - 1.3.8 Legal Arizona Workers Act Compliance (page 26)
 - 1.3.9 **Israel Boycott Certification (page 27)**
 - 1.3.10 Checklist & Addenda Acknowledgment (page 28)
 - 1.3.11 Offer Page (page 29)
 - 1.3.12 Acceptance of Offer (page 30)

SECTION 2.0

Proposal Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The finance director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. The board of supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the request for proposals.

For the purpose of conducting negotiations, the county shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the county files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Contractor shall be notified and shall not be afforded an opportunity to modify its proposal.

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
- - a. Any response to a request for clarification of a proposal shall be in writing.
 - b. Gila County shall keep a record of all negotiations.
- For the purposes of conducting negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and or contract award.
 - b. Exclusive Negotiations: A determination may be made by the director to enter into exclusive negotiations with the responsible Contractor whose proposal is determined in the selection process to be most advantageous to the county.
- Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.
 - a. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive negotiations are conducted and an agreement is not reached, the county may enter into exclusive negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 072120 LOBBYIST SERVICES

The applicant submitting this proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** _____
(If Applicable)

Signature of Authorized Representative

Printed Name

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 072120 LOBBYIST SERVICES.

Contractor Name: _____

Phone No.: _____

COSTS	
<i>Monthly Retainer</i> <i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15th of the following month)</i>	\$ _____
TOTAL COST	\$ _____

****All applicable taxes shall be included in proposed amount.**

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

Name of Business

Signature of Authorized Representative

Title

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____
(Title)

Of _____ and
(Name of Business)

That he or she is submitting a proposal on **LOBBYIST SERVICES, RFP NO. 072120** and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said _____

(Name of Business)

has, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive bidding in connection with the above-mentioned service.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2020.

_____ My Commission expires: _____

Notary Public

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (State, State, or local) transaction or contract under a public transaction; violation of State or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (State, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (State, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

..... I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 072120 LOBBYIST SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES**, it is my intention to subcontract a portion of the work.
- NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this contract comply with all state immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and State Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and state immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the state and state immigration laws.

Any breach of Contractor’s or any subcontractor’s warranty of compliance with the state and state immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form: “Subcontractor hereby warrants that it will at all times during the term of this contract comply with all state immigration laws applicable to subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor’s books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: _____

Signature of Authorized Representative

Printed Name

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION FORM	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
ISRAEL BOYCOT CERTIFICATION	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2020

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 072120 LOBBYIST SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, December 18, 2020, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 072120 LOBBYIST SERVICES

Contractor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 072120, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 072120**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, _____ .

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Woody Cline, Chairman, Board of Supervisors

Authorized Signature

ATTEST:

Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office