



REQUEST FOR PROPOSAL

23-16-HEA-01

A Solicitation for Proposals for:

A Marketing Campaign of Cochise County Focusing on COVID-19 Vaccine
Equity

Table of Contents

I. INTRODUCTION.....	5
A. Purpose:.....	5
B. Mission:.....	5
C. Authority:.....	5
D. Period of Contract:	5
E. Minimum Vendor Requirements:	5
F. Questions:	6
G. Correspondence:	6
H. Proposal Submission Deadline:	6
I. Proposal Timeline	7
II. PROPOSAL CONDITIONS:.....	7
A. Contingencies:.....	7
B. Modifications:	7
C. Proposal Submission:.....	7
D. Incurred Costs:	7
E. Negotiations:	7
III. GENERAL REQUIREMENTS.....	8
A. Objectives:	8
B. Scope of Services:.....	8
C. Adjustment to Cost	9
IV. CONTRACT REQUIREMENTS:	9
A. Representation of the County:	9
B. Non-Appropriation Clause:.....	9
C. Vendor Primary Contact:	9
D. Change of Address:.....	9
E. Non-Transferable or Assignability:	9
F. Amendments:	9
G. Termination for Convenience:	10
H. Attorneys' Fees and Costs:	10
I. Licenses and Permits:	10
J. Notification Regarding Performance:	10
K. Interference with Operations:	10

L.	Conflict of Interest:	11
M.	Improper Consideration:	11
N.	Inaccuracies or Misrepresentations:.....	11
O.	Employment of Former Cochise County Officials:	11
P.	Invoices:	12
Q.	Ownership of Documents:	12
R.	Release of Information:.....	12
S.	Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511:	12
T.	Governing Law:	12
U.	Confidentiality:	12
V.	Non-Discrimination:	13
W.	Legal Arizona Workers Act Compliance:.....	13
X.	Israel Boycott Certification:.....	13
V.	INDEMNIFICATION AND INSURANCE:	13
A.	Liabilities Against Procuring Agency:.....	13
B.	Insurance Requirements:.....	14
C.	Additional Named Insured:	14
D.	Certificate of Insurance:.....	14
E.	Insurance Review:.....	15
F.	Right to Monitor and Audit:	15
VI.	PROPOSAL SUBMISSION:	15
A.	General:.....	15
VII.	PROPOSAL CONTENT:.....	16
A.	Transmittal Letter:	16
B.	Non-Collusion Affidavit	16
C.	Cost Proposal:	16
D.	Experience and Qualifications:	17
E.	Financial Capability and Litigation:	17
VIII.	EVALUATION OF PROPOSALS:.....	18
A.	Evaluation Process:	18
B.	Evaluation Criteria:	18
C.	Contract Award:.....	19

D.	Appeals/Disputes:	19
E.	Final Authority:.....	20
IX.	CONTRACT REVIEW	20
	ADDENDUM “A” (Non-Collusion Affidavit)	21

I. INTRODUCTION

A. Purpose:

A marketing campaign of Cochise County will allow Cochise County Health and Social Services (CCHSS) to bring COVID-19 vaccination opportunities and CCHSS service awareness to the community.

B. Mission:

CCHSS strives to foster exceptional quality of life by advocating for a community-centered culture of health through unparalleled public health service. We believe health equity is achieved when community stakeholders support every person in achieving their individual full health potential and when efforts are made to ensure that no person experiences negative health outcomes as a result of identity, environment or experiences. To address equity in relationship to COVID-19 vaccination we know the Social Determinants of Health tell us that organizations which support people in housing, food, transportation, jobs, community support, education, and more play a role in determining people's health. The results will help develop a better community awareness of COVID-19 vaccination opportunities and CCHSS services.

C. Authority:

The Director of the CCHSS is to monitor the condition of public health in the county, pursuant to A.R.S. § 36-186 (7a). The Cochise Health and Social Services and the County have the ability to contract for services.

D. Period of Contract:

All work conducted under this contract must be completed by June 30, 2024.

E. Minimum Vendor Requirements:

All Vendors must:

- a. Have documented experience conducting community marketing analysis and developing marketing campaigns,
- b. Ability to provide a minimum of three (3) references from the last five (5) years of customers,
- c. Provide at least two (2) examples of previous work,
- d. Provide all survey development, data collection, data analysis, report production, and marketing products.

F. Questions:

Questions regarding the contents of the Request For Proposal (RFP) must be submitted by 23-16-HEA-01 and be directed to the individual listed below. All questions will be answered, and copies of both the question and answer will be disseminated to **all** proposal submitters.

G. Correspondence:

The preferred method of communication is through the County's e-procurement website: <https://cochise.bonfirehub.com>.

Inquires can also be made to the following:

Anne Coppola
Contracts Administrator, Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603
(520) 432-8394
acoppola@cochise.az.gov

H. Proposal Submission Deadline:

Vendors interested in submission for this requirement shall register at the County's e-procurement HUB Located at the following link:

<https://cochise.bonfirehub.com/portal/?tab=openOpportunities>

All proposals must be received via the Cochise County Bonfire Site no later than **5:00 P.M. (Arizona Time)** on February 17, 2023 Facsimile or electronically transmitted proposals **WILL NOT** be accepted.

It is the responsibility of the Vendor to ensure delivery of the proposal. Any proposal received after the closing time will not be accepted and will be returned unopened. Unsigned proposals will be considered unresponsive and will be rejected.

I. Proposal Timeline

Release of RFP	January 18, 2023
Deadline for submission of Final Questions	February 15, 2023
Deadline for Proposals	February 24, 2023
Bid Opening Date	February 24, 2023
Tentative Date for Awarding Contract – Present to Board of Supervisors	March 28, 2023

II. PROPOSAL CONDITIONS:

A. Contingencies:

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Vendors in writing if the County rejects all proposals. The County reserves the right to cancel, in whole or in part, this RFP pursuant to A.R.S. § 11-254.01.

B. Modifications:

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission:

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs:

This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.

E. Negotiations:

The County may require the potential contractor selected to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations.

III. GENERAL REQUIREMENTS

A. Objectives:

Each proposal will be evaluated as to its achievements and compliance with the following stated objectives:

1. Previous experience creating marketing campaigns specific to public health issues,
2. Demonstrated ability to conduct a comprehensive marketing analysis of the county to provide recommendations on best communication strategies for each unique community to increase awareness of CCHSS COVID-19 vaccine availability and other services provided,
3. Demonstrated ability to create a brand that allows CCHSS to establish and grow a relationship with the community,
4. Demonstrated ability to provide the marketing tools that will help our communities know how to access CCHSS services.

B. Scope of Services:

Each proposal will be evaluated as to its response and compliance with the following *minimum* services:

Contractor will provide their marketing expertise and services to Cochise County Health & Social Services. A comprehensive Market Analysis and Marketing Campaign of/for Cochise County will be conducted from start to finish by the contractor.

Task 1 – Develop a marketing campaign to increase our diverse community’s awareness of COVID-19 vaccination and CCHSS services.

Task 2 – Provide culturally and linguistically appropriate marketing material and services to the community of Cochise County.

Task 3 – Report progress and measurable outcomes to CCHSS quarterly.

Task 4 – Identify and remove communication barriers by conducting an analysis of what strategies would work best to reach each specific community in the County.

Task 5 – Provide marketing recommendations suitable for each community.

Task 6 – Other information that would be helpful for our selection process.

C. Adjustment to Cost

The specific pricing established by contractual agreement shall remain firm throughout the term of the contract.

IV. CONTRACT REQUIREMENTS:

A. Representation of the County:

In the performance of the contract, Vendor, its agents, and employees shall act in an independent capacity and not as officers, employees or agents of the County.

B. Non-Appropriation Clause:

Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

C. Vendor Primary Contact:

The vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or its designee must respond to County inquiries regarding the contract within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.

D. Change of Address:

Vendor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

E. Non-Transferable or Assignability:

The contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.

F. Amendments:

Vendor agrees that any alterations, variations, modifications, or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

G. Termination for Convenience:

The County, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendar days' written notice. If such termination is affected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to the County and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

H. Attorneys' Fees and Costs:

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.

I. Licenses and Permits:

Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Vendor shall maintain said licenses and permits in effect for the durations of this Agreement. Vendor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

J. Notification Regarding Performance:

In the event of a potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

K. Interference with Operations:

The Contractor shall not interfere with the normal operation of the County's facilities, equipment, or the work of any Contractor or Sub-Contractor on County premises. When Contractor anticipates unavoidable interference, it shall so notify the County as soon as Contractor receives knowledge of that interference, and a Project Schedule adjustment shall be made accordingly. Should the interference request be denied and result in an unavoidable delay in the Project schedule, Contractor shall be entitled to a mutually agreed to extension of time for performance. The County shall have final determination of priorities in case of conflicts with the operation of others. The Contractor shall not operate any of the County's equipment or control devices or those of any Contractor or Sub-Contractor on the County's premises, except at the direction and under the immediate supervision of the County's designated representative.

L. Conflict of Interest:

Vendor shall make all reasonable efforts to ensure that no Cochise County officer or employee, whose position enable him/her to influence any award of this contract, or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Vendor or officer, agent, or employee of the Vendor.

M. Improper Consideration:

Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee, or agent of Cochise County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of Cochise County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a Cochise County officer, employee, or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the County Health Department or their designee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

N. Inaccuracies or Misrepresentations:

If, in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

O. Employment of Former Cochise County Officials:

The Vendor must provide information on former Cochise County administrative officials who are employed by or represent your business. The information provided must include a list of former Cochise County administrative officials who terminated Cochise County employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Cochise County administrative official" is defined as a member of the Board of

Supervisors or such officer's staff, County Administrator or member of such officer's staff, a department head or an assistant department head.

P. Invoices:

At the first of each month, Vendor shall provide the County with invoices for expenditures in the previous month. Cochise County has Net 30 payment terms.

Q. Ownership of Documents:

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under this Agreement. Unless otherwise directed by the County, the Vendor may retain copies of such items.

R. Release of Information:

No news releases, advertisements, public announcements, or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County except where required by law.

S. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511:

All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. Cochise County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.

T. Governing Law:

The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Cochise County.

U. Confidentiality:

Any other provision of this Agreement notwithstanding, the parties acknowledge that Cochise County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

V. Non-Discrimination:

The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

W. Legal Arizona Workers Act Compliance:

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Cochise County. Cochise County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Cochise County and to cooperate with Cochise County's inspections.

X. Israel Boycott Certification:

Agency 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 Agency may result in action by County up to and including termination of this Agreement.

V. INDEMNIFICATION AND INSURANCE:

A. Liabilities Against Procuring Agency:

The Contractor shall indemnify, keep and save harmless the County, the County, the Sheriff, all County agents, officials and employees (collectively, "the County," for purposes of this paragraph) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Contractor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this

contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

B. Insurance Requirements:

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:

1. Workers' Compensation: A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Vendor and all risks to such persons under this Agreement.
2. General Liability Insurance: Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate.
3. Professional Liability: Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.

C. Additional Named Insured:

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Cochise County and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder. The parties agree that the County is a contractually required additional insured.

D. Certificate of Insurance:

Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish Cochise County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Cochise County Procurement
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603

E. Insurance Review:

The above insurance requirements are subject to periodic review by the County. The Sheriff or his designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.

F. Right to Monitor and Audit:

1. Right to Monitor: The County shall have the right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as required and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate this Agreement immediately upon written notice of remedy deficiency and offset the cost thereof from any amounts due Vendor under this Agreement or otherwise.

2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Agreement or until all pending County, Cochise County and State audits are completed, whichever is later.

VI. PROPOSAL SUBMISSION:

A. General:

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis

should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete. All proposals and materials submitted become the property of the County. All proposals and materials received are subject to the Arizona Public Records Act. If any Vendor, in its response, has trade secrets or other information which is proprietary by law that Vendor must notify the County of its request to keep said information confidential. Such a request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response to facilitate eventual public inspection of the non- confidential portion of the response. The County will review such a request and notify the Vendor, in writing, of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the Vendor's response.

VII. **PROPOSAL CONTENT:**

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services.

EACH PROPOSAL MUST INCLUDE:

A. Transmittal Letter:

This letter is to be a brief letter, addressed to the County, that provides the following information:

1. Name and address of the Vendor;
2. Name, title and telephone number of the contact person for the Vendor;
3. A statement that the Proposal is in response to this RFP; and
4. The signature, typed name and title of the individual who is authorized to commit the Vendor to the Proposal.

B. Non-Collusion Affidavit

(See, Addendum "A", attached hereto.)

Proposals that do not include a Non-Collusion Affidavit will not be considered.

C. Cost Proposal:

Each Proposal must include a Cost Proposal for the services identified in this RFP.

1. Cost Proposals that separate on-site services from other delivery systems must be identified with specific calculation requirements.
2. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the County, must be identified in the proposal.

Vendors are encouraged to be creative with their proposals and to offer any options or enhancements that might be of interest to the County.

D. Experience and Qualifications:

1. State the number of years the Vendor/Contractor has been in existence, the current number of employees, if any, and the primary markets served.
2. Describe the Vendor's experience in performing the work requested in this RFP.
3. Describe any other experiences related to the work or services described in the RFP and provide any additional information specific to the capabilities required in this RFP.
4. List of all contracts Vendor has performed within the last five (5) years, including the name of the department which administers or administered the contract; the contact person on the contract and his/her telephone number; the dates covering the term of the contract and the dollar value of the contract.

E. Financial Capability and Litigation:

1. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the Vendor that has been brought within the last three (3) years against the Vendor.

The information provided should include the name of the matter, the court, board, body, or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved information on the outcome, including any order, discipline, fines, or penalties must be included.

2. Vendor must provide its Annual Report for the last two (2) years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status. If the business is a sole proprietorship, please provide a copy of Schedule C of the Internal Revenue Service forms as well as a certification from the

owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status.

3. Alternatively, provide income tax returns from the most recent completed fiscal year.

VIII. EVALUATION OF PROPOSALS:

A. Evaluation Process:

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria:

1. Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be completed and be in compliance with all the requirements of this RFP.
 - b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements.
2. Failure to meet all these requirements may result in a rejected proposal. The County may reject any or all proposals and may or may not waive any deviation which is not material or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications if the Vendor is awarded a contract.
3. Technical Review: Proposals meeting the above requirements will be evaluated based on the following criteria (not necessarily listed in order of importance):
 - a. Vendor's qualifications and experience.
 - b. Vendor's response to objectives.
 - c. Vendor's response to scope of services.
 - d. Vendor's response to delivery systems.
 - e. Vendor's response to cost in relation to services.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of the RFP.

4. Evaluation Committee: The evaluation team will be selected by the CCHSS Department.

C. Contract Award:

1. The Agreement will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Cost in relation to service is one factor in the evaluation process, but the County is not obligated to accept the proposal with the lowest cost. The ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Appeals/Disputes:

1. All Vendors are given the opportunity to appeal funding recommendations. The Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a. Appeal request must be in writing.
 - b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award.
2. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adherence to requirements specified in this RFP or any addenda or amendments hereto.
 - b. There has been a violation of conflict of interest.
 - c. A violation of State or Federal law.

Appeals will not be accepted for any other reason than those stated above. All appeals must be sent to: Anne Coppola, Contracts Administrator, Procurement Department, 1415 Melody Lane, Bldg. C, Bisbee, AZ 85603

3. Disputes referring to this particular RFP must be addressed to: Anne Coppola, Contracts Administrator, Procurement Department, 1415 Melody Lane, Bldg. C, Bisbee, AZ 85603

E. Final Authority:

The final authority to award a Contract rests solely with the Board of Supervisors of Cochise County, Arizona, acting as the Cochise County Jail County Board of Directors. Final selection of the Vendor will be based on negotiation of the contract.

IX. CONTRACT REVIEW

The County and the successful bidder shall, within thirty (30) days of execution of a Contract, set dates through the scheduled contract termination date for quarterly review meetings between Detention Center staff and Vendor personnel for the evaluation and amendment, if necessary, of the Contract.

The County and the Vendor shall, within thirty (30) days of execution of a Contract, formulate a monthly report form that will establish the basis for the quarterly review sessions.

ADDENDUM "A" (Non-Collusion Affidavit)

ADDENDUM "A"

STATE OF ARIZONA)

)ss.

NON-COLLUSION AFFIDAVIT

County of Cochise)

TO: COCHISE COUNTY

The undersigned, in submitting a bid for the Provision of Mental Health Services to the Cochise County Adult Detention Center, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF BIDDER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF BIDDER

BUSINESS NAME

(Business Address)