



**NOTICE OF REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY SERVICES
RFP NO. 22-06-01**

RFP DUE DATE: July 20, 2022

PUBLIC BID OPENING DATE: July 22, 2022

SUBMITTAL LOCATION:

Clerk of the Board of Supervisors Office
P.O. Box 908,
253 5th St.
Clifton, AZ 85533.

Publish Date(s): June 27, 2022

Background:

Greenlee County is a county of roughly 10,000 inhabitants located in Eastern Arizona. The Greenlee County Information Technology Department is located at 253 5th St, Clifton, AZ 85533, in Clifton, Arizona. The Information Technology Department services approximately 165 employees and approximately 100 end point users spread throughout various departments located at various physical locations throughout Greenlee County.

Purpose of this Request for Proposal

Greenlee County, Arizona is requesting proposals from qualified firms to provide professional services based on the provided scope of work. The term of this contract shall be for one (1) year with the option to renew for additional one-year terms upon agreement of both parties. All potential Offerors are to read, understand, and accept the requirements of this Request for Proposal.

Qualifications

The qualified firm shall submit a copy of their qualifications and cost proposal to the Greenlee County Board of Supervisors no later than July 20, 2022.

Project Description / Scope of Work

Through this request for proposal, Greenlee County, through its Board of Supervisors Office, is seeking to identify and secure a qualified and dedicated partner with proven experience in successfully implementing and managing informational technology services for local governments. Greenlee County seeks a contract with Service Level Agreements (SLAs) to manage all of Greenlee County's information technology systems including, but not limited to:

- Provide independent information technology services to Greenlee County's approximately twenty-two (22) separate departments and offices of elected officials;
- Manage the Greenlee County servers and active management directories;
- Provide adequate security and monitoring services to ensure the safety of Greenlee County networks and data, including complying with all security requirements requested by the Arizona Counties Insurance Pool (ACIP);
- Interact regularly with the Greenlee County Board of Supervisors Office, Elected Officials and Department Heads to ensure county needs are being adequately met;
- Provide reporting sufficient to evaluate the performance and security of Greenlee County's information technology systems.
- Present annual budgets and recommendations to the Greenlee County Board of Supervisors, through its County Administrator, regarding information technology services;
- Analyze IT infrastructure and systems performance to assess operating costs, productivity levels, upgrade requirements, and other metrics and needs.
- Interact with other information technology providers and vendors utilized by the various departments and offices of elected officials for the timely implementation of requested technology services (such as specialized software, programs, and cloud-based services);
- Provide rapid and reliable "help desk" response to all county employees, department heads and elected officials, including onsite services;
- Provide additional onsite help as needed for key events such as elections;
- Provide needed maintenance of Greenlee County information technology equipment, including but not limited to computers, network devices, servers, copiers and printers, etc.;
- Provide remediation should information technology issues arise and work with resources provided by the Arizona Counties Insurance Pool in the event of cybersecurity breach;
- Maintain the telephone system of Greenlee County offices, including the Emergency 911 system;

- Oversee the storage of public records including public records generated on or by interactions generated by the public with Greenlee County social media pages;
- Oversee Greenlee County websites and work county users and/or webpage providers to ensure that public notices are or can be timely posted;
- Oversee payment of information technology contracts and purchases;
- Create and implement up to date information technology policies, which should be updated regularly to match industry standards;
- Provide training to employees on policies and policy changes over time as well as training on more effective uses of Microsoft Suite programs, (access to online or prepackaged training modules is acceptable); and
- Provide additional services as needed.

In addition to the scope of work outlined above, it is requested that prospective bidders provide an analysis of the advantages and disadvantages of a hybrid approach to IT services where onsite personnel would be employed by Greenlee County and offsite services provided by the vendor.

Submission of Proposals

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisors Office at the following address:

Greenlee County Board of Supervisors
Attn: Bianca Figueroa
P.O. Box 908
253 5th St
Clifton, AZ 85533.

Any inquiries or requests regarding this procurement should be submitted, in writing, to the County Administrator, Derek Rapier, at P.O. Box 908, 253 5th St Clifton, AZ 85533. Proposal may be received until July 20, 2022 at 5:00 p.m.. Proposals received by the correct time and date shall become public documents. Greenlee County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Interested Offerors may obtain a copy of this solicitation by calling (928) 865-2072 or may pick up a copy of the proposal package at the Greenlee County Board of Supervisors Office, 253 5th St Clifton, AZ 85533 or may download the package at <https://greenlee.az.gov/pdf/resources/IT-Services-RFP-6-27-22.pdf>

Proposals must be in the actual possession of the Clerk of the Board of Supervisors Office at the Greenlee County Board of Supervisors Office, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisors Office.

Proposals must be submitted in a sealed envelope. The Request for Proposals number, bidder's name and address should be clearly indicated on the outside of the envelope.

INSTRUCTIONS TO OFFERORS

1. PROPOSAL FORMAT: Original and 3 copies (4 total) should be submitted in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and should be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

2. PREPARATION OF PROPOSAL:

- a. The offer and acceptance shall be submitted with an original ink signature by the person authorized to sign the proposal.
- b. Erasures, interlineations, or other modifications in the proposal should be initialed in original ink by the authorized person signing the vendor offer.
- c. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

3. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit their proposal to the location indicated, on or prior to the exact time and date indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with the RFP number shall be written on the envelope.

4. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

5. INQUIRIES: Any request for explanation of the meaning or interpretations of the Request for Proposal shall be directed to the County Administrator. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any request for explanation of the meaning or interpretations shall be submitted in writing no later than JULY 11, 2022 at 5:00 p.m. to allow a reply to reach all bidders before submission of their Proposal. If the County determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be published on the Greenlee County website www.greenlee.az.gov, under the Public Notices Section by end of day on July 13, 2022.

Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal will be binding.

6. REQUEST FOR ADDITIONAL INFORMATION: The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

7. CONTRACT NEGOTIATIONS: The County reserves the right to enter into discussions with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted, and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

8. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:

- a. Waive any immaterial defect or informality; or
- b. Reject any or all proposals, or portions thereof; or
- c. Reissue the Request for Proposal. A response to any Request for Proposal is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are approved by the Board of Supervisors and executed by a duly authorized agent of the County.

9. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each Offeror 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 as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

10. LATE PROPOSALS: Late proposals shall not be considered.

11. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.

12. CONFIDENTIAL INFORMATION: If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the County Administrator should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

13. UPON NOTICE OF AWARD: The apparent successful Offeror shall engage in diligent efforts to sign a contract with Greenlee County reflecting the provisions the proposal.

14. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the County based upon the contract provisions contained in the County’s Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the County Administrator or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the County Administrator or his designee, the contract provisions contained in the County’s Request for Proposal shall prevail.

15. PROPOSAL RESULTS: Proposal results are not provided in response to telephone inquiries. A tabulation of proposals received is on file in the Office of the Board of Supervisors and available for review after contract award.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA:

1. Company Qualifications and Expertise (40) Points
2. Relevant Project Experience and Location (35) Points
3. Price Proposal (25) Points

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. Company Qualifications and Expertise

1. Years in Business performing information technology services.
2. Qualifications of firm, experience of team.
3. Awards, Certifications, Recognition for successful projects.
4. Specific experience, especially in providing information technology services to small rural local governments.

B. Relevant Project Experience

1. Identify successful information technology service projects.
2. References: List three references where you performed services similar to the service requested in this RFP.
3. Location: Describe the company's ability to provide in person response to Greenlee County, Arizona as needed.

C. Price Proposal

Provide a proposal of the annual fee to fulfill the requirements of the contract listed above.

III. GENERAL

A. Interviews:

The County reserves the right to conduct interviews with all or some of the Offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

B. Additional Investigations:

The County reserves the right to make such additional investigations as it deems

necessary to establish the competence and financial stability of any firm submitting a proposal.

C. Prior Experience:

Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

D. Multiple Awards:

To provide adequate contract coverage, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. TERM AND RENEWAL

The contract term shall be for one (1) year with the option to renew annually upon the agreement of both parties.

2. KEY PERSONNEL

Provide a list of key personnel and their resumes who will be assigned to this contract.

3. HB 2151 – Iran Investments A.R.S § 35-397

Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Iran.

4. HB 2151 – Sudan Investments and Business Operations A.R.S § 35-397

Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Sudan.

5. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.

The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature in the offer, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.

C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

D. The Offeror submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the Offeror to the contract.

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

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

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

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

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

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

3. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

4. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

5. INDEPENDENT CONTRACTOR: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date. Greenlee County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised

that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

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

7. PATENT INFRINGEMENT: The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

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

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

10. GRATUITIES: The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations

with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

11. APPLICABLE LAW: This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.

12. CONTRACT: The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Administrator, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. LEGAL REMEDIES: All claims and controversies shall be subject to the Greenlee County Procurement Code.

14. CONTRACT AMENDMENTS: This contract shall be modified only by a written contract amendment signed by the County Administrator and persons duly authorized to enter into contracts on behalf of the Contractor.

15. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

16. SEVERABILITY: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

17. PROTECTION OF GOVERNMENT BUILDINGS: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the County Administrator or his/her designee. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

18. INTERPRETATION - PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

19. ASSIGNMENT - DELEGATION: No right or interest in this contract shall be assigned by the Contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County Administrator.

20. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County Administrator. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

21. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

22. PROTESTS: A protest shall be in writing and shall be filed with the County Administrator. A protest of a Request for Proposal shall be received at the Board of Supervisors before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:

A. The name, address, and telephone number of the protestor;

B. The signature of the protestor or its representative;

C. Identification of the Request for Proposal or contract number;

D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,

E. The form of relief requested.

23. WARRANTIES: Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

24. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Greenlee County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Contractor's work or services. Contractor's duty to defend, indemnify and hold harmless Greenlee County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting therefrom, caused in whole or in part by any act or omission of Contractor, anyone Contractor directly or indirectly employs or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Greenlee County. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

25. OVERCHARGES BY ANTITRUST VIOLATIONS: The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.

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

27. ADVERTISING: Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.

28. RIGHT TO INSPECT: The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

29. FORCE MAJEURE:

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

30. INSPECTION: All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

31. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.

32. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.

33. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

34. PUBLIC RECORD: All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.