

# MOHAVE

ARIZONA COOPERATIVE PURCHASING



## **REQUEST FOR PROPOSAL 12E-0217** ***DUE FEBRUARY 17, 2012 @ 3:00 P.M. (LOCAL TIME)***

**Proposals shall be delivered to Mohave Educational Services Cooperative, Inc., 211 N. 7th Street, Kingman, AZ 86401.**

Proposals must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., (Mohave) with RFP 12E-0217, Proposal Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope or box. Mohave will not be responsible for late receipt of proposals. Proposals must be in the actual possession of Mohave on, or prior to the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, and the name of each offeror will be publicly read and recorded.

Pursuant to the provisions in the Arizona Department of Education School District Procurement Rules R7-2-1001 thru R7-2-1195, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for sources for the following materials, equipment and/or services:

- **Temporary Employment and Recruitment Services**

**PRE-PROPOSAL CONFERENCE: NONE**

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at offeror's risk.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its Members.

***Questions regarding this Request for Proposal should be directed to:***

**Primary Contact**

**Michael S. Carter, Contract Specialist I**

**email: [contracts@mesc.org](mailto:contracts@mesc.org)**

**phone: (928) 718-3222**

**Tom Peeler, Executive Director**  
**Mohave Educational Services Cooperative, Inc.**

**Date: January 13, 2012**

Template Rev. 12-01

**Offer and Contract Award**

Place after Tab 1

**RFP 12E-0217**  
**Temporary Employment and Recruitment Services**

*To Mohave Educational Services Cooperative, Inc.:*

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

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

Primary Email \_\_\_\_\_ Alternate email \_\_\_\_\_

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the Primary email address is not valid or a working email address.*

**Authorized Signature** \_\_\_\_\_

**The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order with Mohave's review noted.**

**Acceptance of Offer and Contract Award (Mohave Only)**

***Your Proposal is Hereby Accepted:***

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

*This Contract shall be referred to as Contract Number* \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

This contract shall be effective this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Tom Peeler, Executive Director  
Mohave Educational Services Cooperative, Inc.

## ***RFP Preparation & Checklist***

You have received this solicitation because of information that you provided on Mohave's "online potential bidders registration." **Review this document in its entirety to make sure you fully understand the services that we are requesting.** Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact Mohave with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

**To be considered, your proposal must arrive at Mohave's Kingman Contracts' office (211 N. 7<sup>th</sup> St., Kingman, AZ 86401) on or before 3:00 p.m. (local time) on Friday, February 17, 2012.**

**Offeror shall organize the proposal in the following manner:**

\_\_\_\_\_ **Step ONE:**

Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

\_\_\_\_\_ **Step TWO:**

Obtain a set of three-hole punched index dividers with 9 tabs. Proposal shall be submitted in a 3-ring binder.

**Step THREE (Preparation of response, in order):**

\_\_\_\_\_ **Tab 1: Offer & Contract Award**

\_\_\_\_\_ The Offer and Contract Award page is **signed** and placed after Tab 1.

\_\_\_\_\_ Addenda, if any, are placed after Tab 1.

\_\_\_\_\_ **Tab 2: Introduction**

\_\_\_\_\_ Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

\_\_\_\_\_ **Tab 3: General Terms and Conditions**

\_\_\_\_\_ A completed copy of the General Terms & Conditions (pages 5-23) is placed after Tab 3.

\_\_\_\_\_ A copy of the *General Terms and Conditions Acceptance Form* (page 24) is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

\_\_\_\_\_ **Tab 4: Offeror Qualifications**

\_\_\_\_\_ A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

\_\_\_\_\_ The financial information required in the Offeror Qualifications (Appendix A) is placed after Tab 4.

\_\_\_\_\_ The certificate of insurance required in the Offeror Qualifications (Appendix A) is placed after Tab 4.

\_\_\_\_\_ **Tab 5: Special Terms and Conditions, Scope of Work and Specifications**

\_\_\_\_\_ A completed copy of the Special Terms and Conditions is placed after Tab 5.

\_\_\_\_\_ A completed *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

(Continued on next Page)

## RFP Preparation & Checklist (con't)

\_\_\_\_\_ **Tab 5: Special Terms and Conditions, Scope of Work and Specifications (con't)**

A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

\_\_\_\_\_ **Tab 6: Price & Discount Schedule**

A complete printed copy of your discount summary worksheet is placed after Tab 6.

\_\_\_\_\_ A CD or similar electronic media device (DVD, USB thumb drive, etc.) with the **required** electronic workbook and electronic versions of your price schedules, and any additional requested price information is placed after Tab 6.

\_\_\_\_\_ **Tab 7: Required Forms**

All remaining required forms are completed and placed after Tab 7, as follows:

\_\_\_\_\_ Questionnaire for Offeror (Appendix B)

N/A \_\_\_\_\_ Telecommunications & Information Systems Compliance Worksheets (Appendix C & D)

\_\_\_\_\_ **Tab 8: Additional Information**

Supplementary information (3.0 questions) and additional relevant and/or requested information that will assist evaluators in reaching a decision are placed after Tab 8.

\_\_\_\_\_ **Tab 9: Preparation & Checklist, Descriptive literature & supporting printed data**

\_\_\_\_\_ This completed form placed after Tab 9.

\_\_\_\_\_ Descriptive literature and any other additional company information are placed after Tab 9.

\_\_\_\_\_ CES participation information (Appendix F)

\_\_\_\_\_ **Step FOUR:**

Confirm that the proposal is complete and signed on page 2 by an authorized representative.

**Note: Do not assume that a request for best and final offer will be issued to you. Your proposal should be complete and meet all specifications and requirements of this solicitation.**

\_\_\_\_\_ **Step FIVE:**

Provide one original and one complete copy of your proposal to Mohave. Make an additional complete copy of your proposal for your records.

\_\_\_\_\_ **Step SIX:**

Place your complete proposal and the additional Mohave copy in a sealed envelope or box and send to Mohave so that it arrives ***on or before 3:00 p.m. (local time) on Friday, February 17, 2012.***

Generally, Mohave takes between three to six weeks to fully evaluate and award contracts. Our current contract(s) expire on 5/16/2012. Award under this contract is anticipated by that date. An RFP tabulation (a list of respondents) will be posted at [www.mesc.org](http://www.mesc.org) within one week of the RFP opening.

## *General Terms and Conditions*

Place after Tab 3

### **CANCELLATION**

**Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

**Cancellation for conflict of interest:** Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, 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 the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

**Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its Members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

**Cancellation for non-performance or contractor deficiency:** Mohave may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

**Cancellation for replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

**Contractor cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

**Continuation of performance:** Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

**Gratuities:** Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each Members’ policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

## *General Terms and Conditions*

### **CERTIFICATION**

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 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.
- Neither offeror, nor any officer, director, partner, Member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 41-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to Members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

### **CLARIFICATION/DISCUSSIONS**

**Clarifications:** Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**Discussions:** After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

## ***General Terms and Conditions (con't)***

### **CONFIDENTIAL INFORMATION**

**Confidential information request:** If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

**Pricing:** Mohave will not consider pricing to be confidential or proprietary.

**Public record:** All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at the Kingman offices.

### **CONSTRUCTION**

Contractor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.*

Offerors may sell and install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure. However, if the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, offeror must indicate this in its proposal.

### **COOPERATIVE PURCHASING**

**Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its Members have been established under ARS §41-2632 through §41-2634.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements (see **Most favored customer** under **Pricing**).

### **DELIVERY**

**Default in one installment to constitute total breach:** Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

**Defective goods:** Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

**Delivery time:** Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

**Improper delivery:** Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

**Restocking fees:** A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified.

## *General Terms and Conditions (con't)*

### **ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview (see page 25) of the requested materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of Members and marketing by contractor.

### **EVALUATION & AWARD**

**Basis of award:** In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2534, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its Members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

**Best and final offers (Revisions to Proposals):** Mohave may allow revision to proposals through best and final offers, as authorized in R7-2-1048. Issuance of a best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

**Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

**Criteria:** The evaluation criteria for this solicitation, in relative order of importance, are as follows: 1) Conformance to the terms and conditions in the solicitation; 2) Completeness of the proposal and required forms; 3) Price, including favorable pricing for cooperative purchasing; 4) Services offered; 5) Service capabilities for all regions of the state; and 6) References and Past Performance Information (PPI) review.

**Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

**Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**Multiple award:** Mohave has a large number of various types of Members located throughout Arizona. To assure that our contracts meet the requirements of all Members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse Membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

**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 Mohave's Members. Mohave and its Members reserve the right to obtain like goods and services from other sources.

**Past performance information:** Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

**Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

## ***General Terms and Conditions (con't)***

### **EVALUATION & AWARD (con't)**

**Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

**Telecommunications and information systems:** All vendors of telecommunication and information systems must include information on the total life cycle cost and application benefit to the Member. A telecommunication system includes, but is not limited to: all instrumentalities, facilities, apparatus and services for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means. An information system is a system of hardware, software or vendor support that processes information or data by electronic data processing methods and devices. Telecommunications systems and information systems shall include the following additional evaluation factors: total life cycle costs (vendor costs, total Member costs and financing costs throughout the life cycle of the system); application benefits (a quantified assessment of the benefits to be achieved in the Member and support areas through the proposal, including reasonable projected reductions in program costs and increases in productivity of personnel).

**Total costs:** Total Member costs include energy, facilities, repair costs, present values of money, vendor charges, personnel costs and all other identifiable Member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

**Weighted evaluation:** Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

### **FEDERAL & STATE REQUIREMENTS**

**Business operations in Sudan/Iran:** In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran.

**Compliance with Federal and state requirements:** Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the Member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the Member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(i), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs

HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs

HUD-5369-B, Instructions to Offerors Non-Construction

HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract

HUD-5370, General Conditions of the Contract for Construction

HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)

HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

## *General Terms and Conditions (con't)*

### **FEDERAL & STATE REQUIREMENTS (con't)**

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips>) or by requesting a copy from the Mohave contact person listed on page 1 of this solicitation.

**Compliance with workforce requirements:** Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, “...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.” [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its Members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**Contractor employee work eligibility:** By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and/or Mohave Members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its Members reserve the right to confirm compliance. Should Mohave or its Members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

**Davis-Bacon wage decisions:** For federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via [www.wdol.gov](http://www.wdol.gov) or by requesting a copy from the Member.

**Non-compliance:** All federally assisted contracts to Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Offshore performance of work prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**Terrorism country divestments:** In accordance with A.R.S. 35-392, Mohave and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

## ***General Terms and Conditions (con't)***

### **FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

### **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Vendor contract documents:** Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews and approves it.

### **INDEMNIFICATION**

**General indemnification:** To the extent permitted by law, Mohave and its Members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

**Modification by Member:** Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon Member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one Member's action will not preclude contractor's obligation to others not having modified their equipment or software.

**Patent and copyright indemnification:** To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its Members of materials furnished or work performed under this contract. Mohave and its Members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

### **INSTALLATION**

Equipment installation shall be done in a reasonable amount of time and be scheduled directly with the Member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

### **INQUIRIES**

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Inquiries may be faxed (928-718-3238) or e-mailed to [contracts@mesc.org](mailto:contracts@mesc.org), or via phone Michael (928) 718-3222. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time.

## ***General Terms and Conditions (con't)***

### **INSURANCE**

**Liability insurance:** Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any Member using this contact.

**Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and Member.

**Workers compensation insurance:** Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

### **LEASES AND RENTALS**

**Availability of leasing:** Leasing plans offered for the contract must be priced as specified in Tab 6. However, Members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

**Lease requirements:** Mohave must be apprised of Member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is Member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to Member.

**Sell or assignment of lease:** No sale of a lease contract to a third party will be made without informing Member of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **MAINTENANCE**

**Maintenance facilities and support:** It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing products in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to Members.

### **MANUFACTURER'S REPRESENTATIVE**

**Manufacturer support:** Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

## ***General Terms and Conditions (con't)***

### **OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**Late offers:** Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

**Offer acceptance period:** A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

**Withdrawal of proposal:** At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

### **ORDERING CYCLE**

**Acceptance of orders by Contractor:** All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contractor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

**Acceptance of orders by Mohave:** This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

**Audit of contract activity:** Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members in a timely fashion.

**Contractor contacts:** Contractor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**Open order reports:** Mohave will send contractor an open order report on a periodic basis. Contractor agrees to reply to information requests in a timely fashion.

**Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the Member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

**Purchase verification:** It is the Member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

**Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

### **OVERVIEW**

**Advertising:** Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

**Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

**Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

**Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

## *General Terms and Conditions (con't)*

### **OVERVIEW (con't)**

**Assignment:** Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

**Audit rights:** In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

**Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

**Captions, headings and illustrations:** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

**Competitive sealed proposals:** As required in ARS §41-2534 (A) and R7-2-1041 (A, B), Mohave has determined that competitive sealed bids are neither practical nor advantageous for this solicitation.

**Contract claims or controversies:** The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and Mohave vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

**Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

**Eligible agencies:** Any contract awarded from this solicitation shall be available to any and all Mohave Members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 400 Members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of Members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's Members.

**Liens/serial numbers:** All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

**Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**Offeror qualifications:** Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

## ***General Terms and Conditions (con't)***

### **OVERVIEW (con't)**

#### **Order cycle overview:**

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on purchase order is contract vendor.
2. Mohave reviews and emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

**Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

**Proposal opening:** Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

**Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

**Removal from potential bidders list:** Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

**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.

**Successful performance:** The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

**Title:** Purchase orders placed under this contract are on behalf of its Members. As such, title to goods passes directly from Contractor to Member. Title does not pass to Mohave. Mohave is not a reseller of goods.

### **PAYMENT**

**Billing:** All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. All transactions are payable in U.S. currency only.

**Contacting Member about payment:** Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

## ***General Terms and Conditions (con't)***

### **PAYMENT (con't)**

**Correct billing:** Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within the time allowed by law, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

**Credit hold:** Contractor agrees to advise Mohave's assigned Contract Specialist of a Member(s) being placed on credit hold, within five (5) days of the action.

**Payment time:** Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

**Progress payments:** Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

**Quick pay discounts:** Quick pay discounts may be offered to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts in writing, in advance.

**Reporting and payment of administration fees to Mohave:** The Contractor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10<sup>th</sup>, 20<sup>th</sup> or 30<sup>th</sup> of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website ([www.mesc.org/solicitations/sample\\_recon.xls](http://www.mesc.org/solicitations/sample_recon.xls))

**Vendor invoice:** Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include Member purchase order number and Mohave contract number.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, travel, lodging, meals & incidental expenses (M&IE), permits, etc.).

**Vendor payment:** Member shall issue payment to vendor after receipt of invoice.

### **PREPARATION OF PROPOSAL & PROPOSAL FORMAT**

**Amendment of proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.

## ***General Terms and Conditions (con't)***

### **PREPARATION OF PROPOSAL & PROPOSAL FORMAT (con't)**

**Compliance with instructions:** Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

**Cost of proposal preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

**Offeror responsibility:** Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

**Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

**Proposal submittal:** One (1) original and one complete copy of your proposal shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Proposal shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD or similar electronic media device (DVD, USB thumb drive, etc.) with electronic copies of your submitted documents, if available.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

**Receipt of proposals:** Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

**Sealed envelope or package:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

**Signature(s) on proposals:** The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

**Wording in response:** Offeror shall indicate "comply", "deviate" or "no-bid" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

### **PRICING**

**Administration fee:** Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

**Application of pricing:** The date Mohave receives a Member's purchase order will determine the contract pricing that is in effect for that order.

**Basis for pricing:** Contract pricing under this RFP must be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s);
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal); or
- 3) A combination of the above.

**Catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Offeror shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of proposal.

**Combination pricing:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

## ***General Terms and Conditions (con't)***

### **PRICING (con't)**

**Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

**Discounts:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

**Effect of price:** The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

**Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control.

**Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the Members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

**Most favored customer:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

**New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists workbooks and/or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

**Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

**Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer Mohave any published price reduction during the contract period.

**Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contractor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in state under this contract. Out of area is defined as 50 miles from the point of origin. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the Member. Receipts for such reimbursements must be provided upon request from the buying Member.

**Special pricing offers:** Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single Member is not acceptable. Special academic pricing shall be available to all eligible Members. Mohave must approve special pricing before it is offered to any Member.

## ***General Terms and Conditions (con't)***

### **PRICING (con't)**

**Travel time, mobilization, and trip charges:** Contractor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in state under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization or trip charges are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization or trip charges may be based on mileage from the point of origin. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the Member.

### **PRODUCT LINES**

**Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

### **PROTESTS**

Protests shall be filed with the district representative Tom Peeler, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

### **RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## ***General Terms and Conditions (con't)***

### **SAFETY STANDARDS**

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

### **SAMPLES**

**Sample evaluation:** Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

**Sample requirements:** Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

**Sample submittals:** Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

### **SHIPPING**

**Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to Member until Member receives the material at delivery point, unless otherwise provided in the contract.

**Shipment under reservation:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that Member will not be charged more than the actual invoiced amount for shipping. Contractor shall use lightweight packaging and containers to minimize shipping expenses.

**Shipping errors/risk of transportation:** Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of Member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or Member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

### **SITE REQUIREMENTS**

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Contractor Employee Fingerprinting:** Contractor, subcontractors or vendors and their employees working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contractor, subcontractor, vendor or individual employee as determined by the buying Member.

An exception to this requirement may be authorized in Member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district. Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

## ***General Terms and Conditions (con't)***

### **SITE REQUIREMENTS (con't)**

**Registered sex offender restrictions:** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

### **SPECIFICATIONS**

**Compliance with specifications:** The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

**Deviations from specifications:** Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

**Purpose of specifications:** Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

### **SUBCONTRACTORS**

**Awarding subcontracts:** Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-Membership in a union or professional association.

**Entering subcontracts:** Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

## ***General Terms and Conditions (con't)***

### **SUBCONTRACTORS (con't)**

**Prime contractor:** Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the Member will establish a contractual relationship with subcontractors.

**Subcontracts:** No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to Member.

**Subcontractor payment:** Contractor agrees to pay subcontractors within seven days after receipt of payment from Mohave Member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from Member [A.C.C. R7-2-1115 (C)], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**Use of subcontractors:** Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or Member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

### **SUSPENSION OR DEBARMENT STATUS**

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

### **TAXES**

**Federal excise tax:** Most Members are exempt from paying Federal Excise Tax.

**Indian reservation or tribal tax:** If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

**Payment of taxes:** Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

**Pre-tax prices:** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

**Property taxes:** Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public Members for property taxes. Contractors who sell lease contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

**Transaction Privilege Tax (Sales Tax):** Most Members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Documentation for Members who do not pay Transaction privilege tax is available upon request from Member. Contractor is responsible for charging taxes correctly.

**Taxes on shipping:** Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

## *General Terms and Conditions (con't)*

### **TERM OF CONTRACT AND EXTENSION**

**Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

**Month-to-month extensions:** Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

**Renewal of contract:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

### **TRADE-IN EQUIPMENT**

Member and contractor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contractor's expense. The condition of trade-in equipment at the time it is turned over to contractor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

### **WARRANTY/QUALITY GUARANTEE**

**Fitness:** Contractor warrants that any equipment or material supplied to Mohave or its Members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

**Inspection:** The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its Member.

**Quality:** Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by Member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

**Warranty requirements:** Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment must carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. Mohave reserves the right to cancel the contract if contractor charges Member for a replacement part contractor received at no cost under a warranty.

## General Terms & Conditions Acceptance Form

Place after Tab 3

*Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

- We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final. )*

## Temporary Employment and Recruitment Services

Place after Tab 5

Mohave desires to contract with a qualified and experienced vendor or vendors to provide for the provision of temporary staffing and/or recruitment services for Mohave Members to use on an as-needed basis. Services could include, but are not limited to temporary staffing, temp-to-hire, leased employees, and recruitment. The specific number of positions and hours will vary. It is anticipated that the selected firms can provide some or all of the following:

- Temporary staffing for various requirements, such as vacancy, vacation and leave of absence coverage.
- Temp-to-hire services. Under temp-to-hire, a trial period is provided before hiring. The contract vendor remains the employer until individual becomes a permanent employee of the Member.
- Leased employee services. Under leased employee services, the Member retains essential management control over the work performed by leased employees. The contract vendor remains the employer during the lease period.
- Recruitment services. Under this service, the contractor would recruit potential employees.

A list of positions that may be required under the contract is provided below. This is not a comprehensive list, and additional positions may be added during the initial contract term or any extension(s).

- Administrative Secretary
- Bilingual Teacher Assistant
- Clerk Typist
- Custodian
- Executive Director
- Finance Accounting Technician
- Crossing Guards
- School Administrators
- Kitchen Helper
- Office Manager
- School Principal
- Programmer/Analyst
- Purchasing/Warehouse Worker
- Registration/Attendance Clerk
- Teachers (General Curriculum and Specialty)
- Bus Drivers

Offerors should respond to as many areas in the scope of work as possible. If a contract vendor doesn't provide a particular position/service, please "no bid" that item. Mohave will consider all offers; however, vendors with the ability to supply more than one staffing positions/services are preferred.

Two vendors hold Mohave's current contracts for the specified services. Activity under the contracts for FY2011 was \$527,563, and year to date activity for FY2012 is \$272,622. Based upon feedback from our current temporary employment and recruitment services contract holders and our Members, Mohave believes the lower amount for FY2012 is a direct reflection of the downturn in the economy, down sizing of Member staff requirements, and the lack of funding for the purchase of these types of services. We anticipate that annual contract volume from this solicitation will increase as Members' budget constraints ease over the life of this contract. This information is provided as an aid to contract vendors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The successful offerors(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

### **References used in this solicitation:**

Arizona State Legislature; Legislative Council; Arizona Revised Statutes:  
<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

## Temporary Employment and Recruitment Services (con't)

### 1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-23. Please review them and complete the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* (page 32).

- 1.1 All offerors must download and complete the 12E Temp Recruit Pricing Workbook titled “**12e temp recruit pricing wb.xls**” located at <http://www.mesc.org/solicitations.html>. Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Failure to provide and complete the 12E Temp Recruit Pricing Workbook may render your proposal non-responsive. *Place after Tab 6.*
- 1.2 If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 1.3 Pricing shall meet all requirements contained on the Discount and Price Schedule (pages 41 - 42). Follow all pricing instructions. Failure to provide pricing meeting those requirements may render your proposal non-responsive.
- 1.4 Should Mohave award multiple contracts, contract vendors shall not solicit the employees of other awarded contract vendors that are fulfilling obligations. Such solicitations may result in cancellation of the contract.
- 1.5 Contract vendor shall comply with all local, state and federal rules, regulations, statutes, ordinances, and laws applicable to the contract vendor and its business.
- 1.6 Contract vendor shall be responsible for, obtain, and maintain, all permits, licenses, fees or charges necessary and incidental to the lawful conduct of its business. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the provision of services under the contract.
- 1.7 With the exception of recruiting services, all assigned personnel must be employees of contract vendor at the time of any specific work assignment.
- 1.8 Contract vendor shall supply employees who have been fully and properly trained in the services called for in the assignment.
- 1.9 Contract vendor shall not assign any contract vendor employee with a conviction or convictions specified in A.R.S. §15-512.D to work at a Member’s site. Temporary certificated staff for school members shall meet all certifications and fingerprinting requirements in the Arizona Revised Statutes.
- 1.10 Any Member may, at it’s own discretion; ask for up to three (3) candidates to interview for any given position prior to placement.
- 1.11 A Member may at any time request the replacement of any contract vendor employee who is unacceptable to the member.
- 1.12 The Member shall pay only for the level of skill required and requested.
- 1.13 Contract vendor shall be paid for actual services requested by Member and provided by contract vendor.
- 1.14 The hourly rate for minimum wage positions may be increased if there is an increase in the Federal, or Arizona State minimum wage (whichever is higher.) The amount of increase in the bill rate shall not exceed the amount of the increase in the pay rate to the contract vendor employee, and shall not exceed the amount of the increase in the minimum wage. Contract vendor shall only adjust those positions that are paying below the Federal or State minimum.
- 1.15 Contract vendor shall waive all charges if a contract vendor employee is unacceptable and contract vendor is notified within 4 hours after contract vendor employee reports to work.
- 1.16 Member shall pay no penalty or fee if Member hires a contract vendor employee through competitive selection in a department other than the assigned department.

## Temporary Employment and Recruitment Services (con't)

### 1.0 Special Terms and Conditions (con't)

- 1.17 Contract vendor employees shall comply with all instructions pertaining to conduct and building regulations issued by the Member.
- 1.18 Positions may be added throughout the term of contract upon mutual written agreement between Mohave and the contract vendor. Those positions may include, but not be limited to:
- Administrative Secretary
  - Bilingual Teacher Assistant
  - Clerk Typist
  - Custodian
  - Executive Director
  - Finance Accounting Technician
  - Crossing Guards
  - School Administrators
  - Kitchen Helper
  - Office Manager
  - School Principal
  - Programmer/Analyst
  - Purchasing/Warehouse Worker
  - Registration/Attendance Clerk
  - Teachers (General Curriculum and Specialty)
  - Bus Drivers
- 1.19 Repeated failures to provide qualified personnel within the appropriate response times, or other unsatisfactory service deficiencies, may be cause to terminate the contract.
- 1.20 Under no circumstances shall Mohave or the Member be held responsible for handling any tax obligation including, but not limited to Social Security, Medicare, Federal Income Tax withholding, FICA, State Income Tax withholding, or unemployment compensation.
- 1.21 Personnel furnished by the contract vendor are not entitled to participate in any plans or benefits offered to Mohave or Member employees. Temporary personnel are not entitled to payment for Mohave or Member holidays.
- 1.22 Contract vendor employees shall be covered by contract vendor's workers' compensation insurance.
- 1.23 Contract vendor shall reimburse Member for any improper charges, which may result from fraudulent time cards prepared by contract vendor's employee, which are discovered within one (1) year of payment by Member. This includes, but is not limited to, unauthorized long-distance phone calls, incorrect time cards, improper rate charges, etc.
- 1.24 Any work products such as reports, drawing, graphs, or charts, produced by contract vendor or contract vendor's employees as part of the services rendered under this agreement shall be provided to and be the sole property of Member. Contract vendor shall not release such work or other information obtained or produced pursuant to this agreement without the prior written consent of Member.
- 1.25 Contract vendor shall submit weekly, biweekly or month billings for services provided under the contract. Billings must specify name of individual performing services, location of services (member department or site), type of services, hours worked during the billing period, and hourly rate for services.

## Temporary Employment and Recruitment Services (con't)

### 2.0 Scope of work and specifications

Offerors will respond to each numbered specification by checking the appropriate “Comply” or “Deviate” box. “No Bid” items shall be marked as such in the appropriate “Deviate” box. Details for deviations will be listed by specification number on the *Special Terms and Conditions and Scope of Work and Specifications Acceptance Form* (page 32). Place pages 25-32 after Tab 5.

	Comply	Deviate*
<b>2.1 General Requirements</b>		
2.1.01 Contract vendor shall ensure that employees are fully and properly trained before assigning them to work under the contract.		
2.1.02 Contract vendor shall adequately screen all employees to confirm the appropriateness and requirements of their working in a public facility. Employees who will work in a school facility shall meet the requirements as stated under Arizona Revised Statutes Title 15, Chapter 5 for certified and non-certified positions. Screening may include, but is not limited to background checks, fingerprinting checks, drug testing, and reference checks. Any costs associated with any screening shall be either contract vendor’s responsibility, or as outlined by statute. Member may request confirmation of such screenings and the documented results.		
2.1.03 Generally, all work shall be performed on Member’s property. By mutual written agreement between contract vendor and Member, certain projects may be performed offsite.		
2.1.04 Member shall supervise and have direct control over the daily activities of contract vendor’s employees. In the event any such employee fails to adhere to Member’s directions or demonstrates that they are not qualified to perform the required duties, Member shall notify contract vendor who shall replace such employee at no cost to the Member. Generally, replacement employee shall be on the job as quickly as possible after the removal of the unacceptable employee.		
2.1.05 Contract vendor personnel shall dress appropriately for the type of job assigned. Member shall notify contract vendor of any dress code, or uniform requirements.		
2.1.06 Contract vendor personnel shall not report to an assignment or work under the influence or impairment of alcohol or other substances. Contract vendor shall immediately respond to any Member concern about a contract vendor employee working under the influence or impairment of substance abuse, and remove the employee when prudent.		
<b>2.2 Regular and Non-Certified Temporary Employees</b>		
2.2.01 Contract vendor shall maintain a pool of commonly requested temporary employees. Examples of those positions include, but are not limited to the following: <div style="display: flex; justify-content: space-between; margin-left: 20px;"> <div>Administrative Secretary</div> <div>Clerk Typist</div> </div> <div style="display: flex; justify-content: space-between; margin-left: 20px;"> <div>Custodian</div> <div>Accounting Technician</div> </div> <div style="display: flex; justify-content: space-between; margin-left: 20px;"> <div>Kitchen Helper</div> <div>Warehouse Worker</div> </div>		
2.2.02 Upon request by the Member, contract vendor shall submit a catalog or individual listing of job descriptions with a minimum and maximum of experience and education for each position being provided to the Member. All personnel assigned by the contract vendor shall meet or exceed the minimum requirements indicated in the job descriptions.		
2.2.03 Contract vendor’s pricing workbook shall include an hourly bill rate range for all listed positions.		

**\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 32). List the specification number for each deviation.**

## Temporary Employment and Recruitment Services (con't)

### 2.0 Scope of work and specifications (con't)

Requirement	Comply	Deviate*
<b>2.2 Regular and Non-Certified Temporary Employees (con't)</b>		
2.2.04 Preferred initial response to a Member request for placement shall be the same day. Initial response is defined as a return call to the requester to explain the current status of the request.		
2.2.05 Upon request, contract vendor shall provide resumes for prospective placements for the Member to review and consider.		
2.2.06 During the term of temporary placement, contract vendor shall not assign a temporary employee to another temporary position without prior approval from the using Member.		
<b>2.3 Specialty and Certified Temporary Employees</b>		
2.3.01 Upon request, contract vendor shall recruit and place specialty and certified temporary employees. Such employees include, but are not be limited to the following: Bilingual Teacher Assistant                      School Principal Programmer/Analyst                                      Executive Director Registration/Attendance Clerk                      Librarian Teachers (General Curriculum and Specialty)		
2.3.02 Preferred initial response to a Member request for a specialty placement shall be within the same day. Initial response is defined as a return call to the requester to review the requirements and develop a timeline for placement.		
2.3.03 Contract vendor shall attempt to recruit multiple candidates for specialty temporary positions. Contract vendor shall notify Member if multiple candidates cannot be recruited.		
2.3.04 Contract vendor shall provide resumes of prospective placements for the Member to review and consider. Member shall have the right to interview candidates prior to selecting a specialty temporary employee.		
2.3.05 Member may reject all candidates without penalty, if Member determines that none of the candidates are appropriate for the position.		
2.3.06 Contract vendor shall not assign a specialty temporary employee to another temporary position without prior approval from the using Member.		
2.3.07 Contract vendor shall ensure teachers have been certified and have fulfilled the requirements under ARS Title 15, Chapter 5, Article 3. Contract vendor shall provide Member a copy of certification upon request		
<b>2.4 Temp-to-Hire</b>		
2.4.01 Contract vendor may offer temp-to-hire employees. Member may interview temp-to-hire employees prior to acceptance or placement.		
2.4.02 Temp-to-hire shall include an evaluation period of at least six weeks and not more than 90 days. Contract vendor and Member shall agree on the term of the evaluation period at time of placement. Temp-to-hire employee shall be notified of the length of time for the evaluation period		

**\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 32). List the specification number for each deviation.**

## Temporary Employment and Recruitment Services (con't)

### 2.0 Scope of work and specifications (con't)

	Comply	Deviate*
<b>2.4 Temp-to-Hire (con't)</b>		
2.4.03 During the evaluation period, Member shall only be responsible for payment of the temp-to-hire's wages. All other employee costs, including, but not limited to FICA, unemployment insurance, workers compensation insurance, state taxes, federal taxes, and employee benefits such as health, dental etc., shall be paid by the contract vendor.		
2.4.04 Upon request, contract vendor shall recruit and place leased employees. Such employees include, but are not be limited to the following: <div style="display: flex; justify-content: space-between; margin-left: 20px;"> <div style="width: 45%;">                     Accounting Technician                      Bilingual Teacher Assistant                      Custodian                      Kitchen Helper                      Programmer/Analyst                      Warehouse Worker                 </div> <div style="width: 45%;">                     Administrative Secretary                      Clerk Typist                      Executive Director                      Librarian                      Registration/Attendance Clerk                 </div> </div>		
2.4.05 While the leased employee shall receive supervision and direction from Member supervisors, the contract vendor shall handle any general employment responsibilities.		
2.4.06 The Member shall retain essential management control over the work performed by leased employees.		
2.4.07 The contract vendor shall assume responsibility for required activities to include, but not be limited to: reporting wages, employment taxes, negotiating term of employment, salary and benefits packages.		
2.4.08 Contract vendor shall manage and maintain compliance with applicable state and federal regulations, payroll, unemployment insurance, W-2 forms and other necessary paperwork.		
<b>2.5 Recruiting</b>		
2.5.01 Upon request, contract vendor may perform employee recruiting services. Recruiting may include a variety of executive, management, supervisory, and non-supervisory positions.		
2.5.02 Recruiting services shall include, but are not limited to advertising, screening and interviewing on behalf of the Member.		
2.5.03 Contract vendor shall comply with Member's recruitment policies when recruiting on behalf of the Member.		
2.5.04 Contract vendor shall provide Member with a recruiting plan prior to starting the recruitment. The recruiting plan shall include methodology, action items, milestones, timelines, and anticipated expenses.		
2.5.05 Contract vendor shall provide Member with an opportunity to review and approve advertising materials prior to starting the recruitment.		
2.5.06 Contract vendor shall use Member candidate lists upon request.		
2.5.07 Contract vendor shall obtain and use Member criteria for candidate screening.		
2.5.08 Contract vendor shall provide Member with a list of candidates who meet Member's screening criteria. Contract vendor and Member shall agree on the number of candidates.		
2.5.09 Member shall review the screened candidates list and select candidates for interview.		

\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 32). List the specification number for each deviation.

## Temporary Employment and Recruitment Services (con't)

### 2.0 Scope of work and specifications (con't)

	Comply	Deviate*
<b>2.5 Recruiting (con't)</b>		
2.5.10 Contract vendor shall make travel and lodging arrangements for interview candidates upon request. If travel and lodging expenses are not the responsibility of the candidate, Member shall be notified of these expenses in advance.		
2.5.11 Member shall provide contract vendor with results of the interviews. Member shall be under no obligation to select any of the interviewed candidates.		
2.5.12 After interviews, Member shall provide contract vendor with the next steps to be taken. Next steps may include, but are not limited to: rescreening original candidates not chosen for interview, readvertising the position, revising the search criteria, notifying successful and/or unsuccessful candidates of Member's decision, or terminating the recruitment.		
<b>2.6 Payment for Services</b>		
2.6.01 Regular temporary positions shall be priced in accordance with the required skill level. <b>Entry:</b> Little or no experience. Minimal education. <b>Journeyman:</b> Two or more years experience. Some college. Additional experience may be used in lieu of college. <b>Senior:</b> Five or more years experience. Applicable college degree. Additional experience may be used in lieu of degree.		
2.6.02 Specialty temporary employee rates may be set by the contract vendor or based upon a rate offered by the Member.		
2.6.03 Temp-to-hire employee rates may be set by the contract vendor or based upon a rate offered by the Member.		
2.6.04 Additional services, teachers pay compensations, and/or stipends shall be itemized or identified in the employee rates and/or salary. These shall be considered as income for the employee.		
2.6.05 Contract vendor shall add a fee to specialty temporary employee, leased employees and temp-to-hire pay rates. Said fee shall be sufficient to cover contract vendor's costs, employee costs and contract vendor profit.		
2.6.06 Fees for recruiting services may be based upon a percentage of hired employee's salary or fee for services (recruiting fee, reimbursable expenses, etc.) Contract vendor shall submit pricing methodology for fees. Mohave reserves the right for final approval and acceptance of pricing methodology under an awarded contract.		
2.6.07 For purposes of this contract, overtime is defined as any time in excess of forty (40) hours per week. Weekend work shall not be considered overtime unless the hours worked are in excess of forty (40) hours for that week.		
2.6.08 Member must approve overtime in advance. Member shall not be liable for payment of overtime worked, if not approved in advance. It is recommended that approval be in writing.		
2.6.09 Pay rate for approved overtime hours shall not be greater than one and one half times the regular rate of pay (time and one-half).		

\*Deviations must be listed on the *Special Terms & Conditions and Scope of Work and Specifications Acceptance Form* (page 32). List the specification number for each deviation.

Place after Tab 5

**Special Terms and Conditions and Scope of Work and Specifications  
Acceptance Form**

*Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:**

- We take no exceptions/deviations to the special terms and conditions and scope of work and specifications.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the special terms and conditions and scope of work and specifications. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information

3.1 PPI (Past Performance Information) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer. This PPI information will be a factor in the evaluation, and in the score given to your proposal by the evaluation committee.

Provide a list of five (5) different Arizona public agencies where services have been successfully provided in the past five (5) years, for specific services related to this solicitation. Provide the name of the public agency, contract sales amount, year of the project, contact name, telephone number and description of the project. Arizona public agency references are preferred.

If you cannot provide five (5) Arizona references, please explain why and provide other public agency references.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
<b>1</b>					
<b>Description of Project #1</b>					
<b>2</b>					
<b>Description of Project #2</b>					
<b>3</b>					
<b>Description of Project #3</b>					
<b>4</b>					
<b>Description of Project #4</b>					
<b>5</b>					
<b>Description of Project #5</b>					

## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

3.2 Indicate if your offer is regional or statewide:    Regional \_\_\_\_\_            Statewide \_\_\_\_\_  
If regional, indicate the regions in Arizona you will service.

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In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties \_\_\_\_\_%

Northern Arizona \_\_\_\_\_%

Southern Arizona \_\_\_\_\_%

Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

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**Temporary Employment and Recruitment Services (con't)**

Place after Tab 8

**3.0 Supplementary Information (con't)**

3.3 If a Mohave Member in a geographic area of the state remote from your general service area needs your services, please describe how you provide services to this Member.

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## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

3.4 Will Members be required to sign any additional agreements (service, lease, rental, etc.)?

Yes       No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Waiver of right for a jury trial;
- Requirement of upfront payment by Member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your proposal non-responsive.** Do not assume a Best and Final Offer will be issued to resolve conflicts within your agreement(s).

## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.5  Our pricing methodology is percentage off a rate/fee for services.
- Our pricing methodology is fixed or “flat rate” pricing.
- Our pricing methodology is a combination of the above.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed or flat rate pricing, outline any contingencies for economic adjustments. (See **Basis for Pricing** in the general terms and conditions.)

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Provide a working description of the methodology for your pricing under an awarded contract. Include samples of quotations and/or invoicing that follow this methodology. Place samples after this page. Please note, pricing used in your samples may be hypothetical and will not be used for pricing comparisons.

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## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

- 3.6 If travel charges are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.). Include information regarding what the travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the general terms and conditions.) Please include this information in your electronic pricing workbook Section One: Travel and Other Costs.

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## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

3.7 Additional information regarding the services, and your firm's ability to provide services to Mohave Members. Please provide an "N/A" for non-applicable questions.

- Location of servicing office(s) and hours of operation \_\_\_\_\_

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- Indicate the average number of employees in the regular temporary employee pool in the servicing office. (Provide the number of pool employees for each servicing office, if there is more than one.) \_\_\_\_\_

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- Are you currently doing business with Arizona school districts, colleges, or government agencies?

Yes [  ] No [  ] If Yes, please list a sampling of the agencies below.

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- If offered, what is your average response time to fill a regular temporary employee request, (i.e., clerical position)?

General inquiry \_\_\_\_\_

Same day request \_\_\_\_\_

Next day request \_\_\_\_\_

- Do you provide any guarantee for services? Yes [  ] No [  ]

Explain \_\_\_\_\_

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## Temporary Employment and Recruitment Services (con't)

Place after Tab 8

### 3.0 Supplementary Information (con't)

3.7 (con't)

- Do you track and measure the quality of performance of your employees? Yes [  ] No [  ]  
Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Do you require a minimum number or work hours per request? Yes [  ] No [  ] If "yes," provide the number of hours: \_\_\_\_\_
  
- For temp-to-hire, do you have a minimum number of days for the individual to remain in your employ? Yes [  ] No [  ] If yes, indicate number of days \_\_\_\_\_
  
- Do you offer early buyout? Yes [  ] No [  ]  
Explain the process \_\_\_\_\_  
\_\_\_\_\_
  
- Does your firm have national recruiting capabilities? Yes [  ] No [  ]  
Describe your recruiting capabilities \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Contract vendors providing regular temporary employees, specialty temporary employees and/or temp-to-hire employees may provide these services on a regional basis. Please indicate what regions you will provide these services in. \_\_\_\_\_  
\_\_\_\_\_
  
- Indicate your level of experience is in providing the following services:  

Type of Services	Percentage of Total Business
Regular Temporary Employees	_____
Specialty Temporary Employees	_____
Temp-to-Hire	_____
Leased Employees	_____
Recruiting	_____

## Temporary Employment and Recruitment Services (con't)

Place after Tab 6

### Discount and Price Workbook Instructions

1. All offerors must complete the discount & price summary worksheet of the 12E Temp Recruit Pricing Discount and Price workbook titled "12Ee temp recruit pricing wb.xls" This file can be downloaded from <http://www.mesc.org/solicitations.html>.
2. In addition to the Excel workbook detailed in Number One above, offeror may provide their own additional price and discount schedule(s). However, all price schedule(s) shall follow the format, and provide the information detailed below.
3. Include electronic copies of the workbook on a CD or similar electronic media device (DVD, USB thumb drive, etc.). A paper copy of the discount summary worksheet must also be included with your proposal.
4. All pricing information shall be placed after Tab 6.
5. Mohave Members pay an administration fee equal to 1% of the purchase price of goods and services purchased from Mohave contracts. Offerors shall include the administration fee in all prices in the Discount and Price Schedule(s). *No administration fee is charged on shipping, sales or use tax, bonds, travel, and/or M&IE.*
6. Net Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable.
7. Cost plus a percentage of cost pricing is not acceptable as per R7-2-1091(A).
8. Services listed as "call for quote" are not acceptable. Services provided with your proposal must contain a specific price, in order to be considered for inclusion under an awarded contract.

**Failure to complete the 12E Temp Recruit Pricing workbook and worksheet may render your proposal non-responsive.**

### Discount and Price Workbook Details

The Discount and Price workbook contains the summary worksheet. Instructions for the worksheet are detailed below.

#### **Discount & Price Workbook Summary Section One – Travel and Other Costs**

- **Travel and Per Diem**

Provide a price schedule for travel and Per Diem. Indicate when such fees are applicable.

- *For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The SAAM publication is available for download at <http://www.gao.az.gov/travel/default.asp>. You may elect to use other rates. If you are providing state rates, you do not need to submit the State of Arizona reimbursement rate information. Simply indicate that you are using current state rates in the workbook. For seasonally adjusted rates, the rates in effect at the time of travel are to be used.*

**If rates are not specified for travel and/or Per Diem, no charges will be allowed. The Mohave administration fee is not charged on travel and Per Diem.**

- **Travel Time**

Provide the rate as applicable for travel time. *The net Mohave price shall include Mohave's 1% administration fee.*

- **Miscellaneous Costs Price Schedule**

Provide a price schedule for any and all additional or incidental services. *The net Mohave price shall include Mohave's 1% administration fee.*

- **Shipping and Handling**

Provide any shipping and handling costs that may apply. Provide an explanation of how these charges may apply. *The Mohave administration fee is not charged on shipping and handling.*

# Temporary Employment and Recruitment Services (con't)

Place after Tab 6

## Discount and Price Workbook Details (con't)

### Discount & Price Workbook Summary Section Two – Discount Schedule, Rates

- Regular Temporary Employees**

Provide a price schedule with positions and rates for all regular temporary employee positions. A range of rates may be offered, if multiple skill levels are offered. Specify the rate for each skill level. *The net Mohave price shall include Mohave's 1% administration fee.*

- Specialty Temporary Employees**

Provide a price schedule with the fee to be added to specialty temporary employee pay rates. Indicate the fee as a percentage of employee's pay rate. *The net Mohave price shall include Mohave's 1% administration fee.*

- Temp-to-Hire**

Provide a price schedule with the fee to be added to specialty temporary employee pay rates. Indicate the fee as a percentage of employee's pay rate. *The net Mohave price shall include Mohave's 1% administration fee.*

Indicate any early buyout fee.

- Recruiting**

Provide a price schedule for recruiting services. Recruiting fees may be stated as a percentage of hired employee's salary or a schedule of applicable fees (i.e., recruiting fee, reimbursable expenses, etc.). *The net Mohave price shall include Mohave's 1% administration fee.*

Indicate any fees associated with termination of recruitment prior to hiring for the position.

### Sample of the 12E Temp Recruit Pricing WB workbook:

		Sheets	Charts	SmartArt Graphics	WordArt			C	D	E
1	<b>RFP 12E-0217 (Temporary Employment and Recruitment Services)</b>									
2	Contract Vendor's Name:									
3	<b>Section One: Travel and Other Costs</b>									
4	Step One - Enter the cost for travel/mileage, lodging and Per Diem fees.									
5		State Rate Yes or No	If State Rates are not used, provide other rates							
6	Travel/Mileage Costs (Indicate "Yes" or "No" for AZ state rates. If "No," provide rates.)									
7	Lodging (Indicate "Yes" or "No" for AZ state rates. If "No," provide rates.)									
8	Per Diem (Indicate "Yes" or "No" for AZ state rates. If "No," provide rates.)									
9	Other travel charges (specify type and rate, add lines as needed)									
10		Unit (per mile, per hour, etc)	Rate							
11										
12	<b>Travel Time</b>									
13	(Please include your travel methodology as provided in Supplementary Information Question 3.6 in this section.)									
14	Step Two - Enter Miscellaneous costs.									
15	Document Fees (printing/copying)									
16	Other Services (specify)									
17	List any additional items, add lines as needed									
18		Non Mohave Price	Mohave Discount	Net Mohave Price						
19	<b>Shipping and Handling</b>									
20	(Please provide an explanation of how shipping and handling charges may apply)									
21	<b>Section Two: Discount Schedule, Rates</b>									
22	Step One - Enter each service that you are offering. Add lines as needed.									
23	Step Two - Enter the percentage discount off of standard price for each service that you are offering.									
24	Step Three - Enter the Mohave price for each service provided.									
25	Description	Unit Hour/Day	Non Mohave Price	Mohave Discount	Mohave Price (Including Admin. Fees)					
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										

## Appendix A: Offeror Qualifications

Place responses after Tab 4

***Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the proposal. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.***

- 1) Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
- 2) Provide the address for your company's headquarters. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.
- 3) Provide a current certificate of insurance listing coverage for comprehensive and general liability, vehicle liability, and property damage, as specified on page 11. *A sample certificate may be provided. However, before any orders are processed, contractor must provide a certificate that names Mohave as the certificate holder.*
- 4) Provide a letter from your financial institution indicating the range of credit available to your firm, (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

Offerors may submit audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

- 5) Describe any limitations to your company's ability to sell to all Mohave Member types including, but not limited to school districts, state, county and municipal government agencies, community college districts, other political subdivisions of the State of Arizona, and non-profit educational and healthcare institutions. Also, describe any differences in product availability/pricing for different types of Members.
- 6) Indicate how you will ensure your sales staff does not sell products or services to Members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?
- 7) Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (i.e. Woman owned, Hispanic owned, Native American owned, etc). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*
- 8) Include information regarding your authorization to submit a proposal for the specified services and that you can provide the equipment if awarded a contract. Indicate if you are the proprietor for the services in the proposal or if you are an authorized agent for services in the proposal.

## Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Arizona Transaction Privilege (sales) Tax License Number: \_\_\_\_\_

Do you collect city, county and/or other local sales tax in Arizona? Yes \_\_\_\_\_ No \_\_\_\_\_

*If yes, please check one:*

- Our combined state, city, county and/or other local sales tax rate is \_\_\_\_\_% (local rate).  
 The sales tax rate varies by the location (i.e. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program “*which can be accomplished more efficiently and economically as a multi-district or multi-county operation.*”

Efficiency and economy can be established through reduced bidding effort for Members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of Members’ purchasing departments, etc. Additionally, it is Mohave’s assertion that a statewide contract available to approximately 400 Member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small Member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what efficiencies and economies would Members receive from a contract based on your proposal?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. List applicable Arizona Contractor’s licenses held by your company.

Name of licensee	Classification	Number

4. Address for purchase orders:

Attention of \_\_\_\_\_

Street Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Fax \_\_\_\_\_

Email Address \_\_\_\_\_

5. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone

6. Will you offer Members a quick pay discount if payment is made within 10 or 20 days?  
 Yes \_\_\_ No \_\_\_ If Yes, what is the discount for 10 days? \_\_\_ 20 days? \_\_\_

7. What is your general website (Internet) address? \_\_\_\_\_

**Appendix B: Questionnaire for Offeror (con't)**

Place after Tab 7

8. Contacts for Mohave:

**Main Mohave representative contact:** \_\_\_\_\_  
*(Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Contract Administrator contact:** \_\_\_\_\_  
*(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Accounting contact:** \_\_\_\_\_  
*(Shall be the main point of contact for Mohave accounting specialists.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Open Order Report contact:** \_\_\_\_\_  
*(Shall be the main point of contact for Mohave procurement and accounting specialists regarding open orders.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Audit contact:** \_\_\_\_\_  
*(Shall be the main point of contact for Mohave accounting specialists.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Reconciliation contact:** \_\_\_\_\_  
*(Shall be the main point of contact for the reconciliation report.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Escalation contact:** \_\_\_\_\_  
*(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. This contact shall be a different individual, than those named for the contacts listed above.)*

Title \_\_\_\_\_ Email address \_\_\_\_\_  
Phone number \_\_\_\_\_ Fax \_\_\_\_\_

9. Payment remittance address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone (invoice questions) \_\_\_\_\_ FAX \_\_\_\_\_

## Appendix C: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over \$100,000 include the total life cycle costs, total Member costs, and application benefits for the proposed purchase.

*“Telecommunications systems” means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.*

To assist in evaluating your proposal, please check and complete the applicable section below.



**Mohave has determined that Appendix C does not apply to this solicitation.**

**We are exempt from ARS §41-2553 because we are not offering telecommunications systems.**

**We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per Member or contract.**

**We will respond to the information below because the systems we sell may exceed \$100,000 per Member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

\_\_\_ 60 months    \_\_\_ 84 months    \_\_\_ 120 months    \_\_\_ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0 % after 7 years.

\_\_\_ Yes    \_\_\_ No    (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

\_\_\_ Yes    \_\_\_ No    (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	\$109,000
Residual value	-0-
Total Life Cycle Costs	\$209,000 or \$29,858 per year

\_\_\_ Yes    \_\_\_ No    (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

\_\_\_\_\_  
\_\_\_\_\_

## Appendix D: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Member and total life cycle costs. The law requires that any vendor of information systems that cost over \$100,000 include the total life cycle costs, total Member costs, and application benefits for the proposed purchase.

*“Information systems” means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.*

To assist in evaluating your proposal, please check and complete the applicable section below.



**Mohave has determined that Appendix D does not apply to this solicitation.**

**We are exempt from ARS §41-2553 because we are not offering information systems.**

**We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per Member or contract.**

**We will respond to the information below because the systems we sell may exceed \$100,000 per Member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

\_\_\_ 60 months    \_\_\_ 48 months    \_\_\_ 36 months    \_\_\_ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100%; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

\_\_\_ Yes    \_\_\_ No    (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

\_\_\_ Yes    \_\_\_ No    (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	67,000
Residual value	-10,000
<b>TOTAL LIFE CYCLE COSTS</b>	<b>\$157,000 or \$31,400 per year</b>

\_\_\_ Yes    \_\_\_ No    (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

\_\_\_\_\_  
\_\_\_\_\_

## ***Appendix E: A Better Understanding of Mohave***

1. Mohave Educational Services Cooperative, Inc. (Mohave) is a non-profit agency established by the authority of ARS §11-952 and ARS §41-2632. Mohave began administering a cooperative purchasing program in 1986 as a school service agency. Mohave's Membership includes public school districts, community colleges, city and county governments, and political subdivisions throughout Arizona. [See [www.mesc.org](http://www.mesc.org) for list of Members.]
2. Membership is established through a Cooperative Purchasing Agreement (CPA). The signed CPA serves as the contract between Mohave and the participating Member, and authorizes the Member to use Mohave's procurement contracts.
3. As a local procurement unit administering a cooperative purchasing program, Mohave follows the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules to competitively solicit and award procurement contracts.
4. When Mohave issues solicitations and awards contracts in compliance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, all Members using those contracts are deemed to be in compliance and may use the contracts as if the contracts were their own.
5. A Mohave reviewed purchase order is a legal contract between a vendor and a Member for goods and services. Members issue purchase orders for all goods and services purchased under our contracts.
6. In accordance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the buying Member is responsible for paying for goods and services received under Mohave contract. Mohave's CPA requires that the Member pay within 30 days of the date of the invoice.
7. Protection for a Mohave contractor from a Member that refuses to pay is substantial. A Member that issues a purchase order must have the funds to pay for the goods and services received from that purchase order. A non-paying Member runs the risk of losing its ability to use Mohave contracts and/or facing a variety of legal consequences that result for default on a contract.
8. Mohave has approved a procedure that allows Mohave contractors to sign multi-term contracts directly with Members, as long as the agreements are based on Member purchase orders reviewed by Mohave. This enables Members to make periodic rental and lease payments directly to the lender, not Mohave.
9. Mohave receives no direct tax funding for its operation. Instead, Mohave operates on a 1% administration fee, which is generally included in the contract price for materials and services. The administration fee paid is by the Member and is based upon the cost of the goods and services purchased by the Member.
10. Mohave is a unique organization. Mohave is a non-profit organization that follows the Uniform School Financial Records (USFR), a fund-accounting system used by Arizona schools. We have a Board of Trustees which functions much like a school board. We have independent annual audits, with the results reported to the Arizona Auditor General's office. Our contracts are governed by the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the same statutes and rules directly applicable to our Members.
11. Mohave is an active Member of the Association of School Business Officials International (ASBO), the Arizona Association of School Business Officials (AASBO), Arizona School Boards Association (ASBA), the National Institute of Governmental Purchasing (NIGP), and other regional and national professional associations.

***Learn more about Mohave at [www.mesc.org](http://www.mesc.org)***

## **Appendix F: CES Participation Information**

Cooperative Educational Services (CES) is composed of all 89 public school districts, all public universities, most charter schools and two-year colleges, and several BIA in New Mexico. The CES Members have joined and become parties to the Joint Powers Agreement To Form An Educational Cooperative that does business as CES. The public agency is run by and for the public schools in New Mexico. Based in Albuquerque, CES was organized in 1979 as a direct response to the articulated needs of small and rural K-12 school districts, but has since expanded to include all public educational institutions. Like Mohave Educational Services Cooperative, Inc. of Arizona, CES issues RFP's seeking contracts for schools that meet the procurement rules of New Mexico.

The New Mexico procurement code allows CES to use an out-of-state contract awarded as a result of a competitive sealed solicitation if the process used was the same as used in New Mexico. Since Arizona and New Mexico have very similar procurement codes, CES has been able to use Mohave contracts in the past. If you are willing to sign a contract based on this RFP with CES, it will be understood that where the word Arizona is used, New Mexico will be understood, and where the name Mohave is used, CES will be understood. Where laws are quoted, similar New Mexico laws will be interpreted. In any event, Mohave suggests any vendor who opts to use this RFP to include New Mexico to offer an even bigger discount, considering the potential increase in sales using two states. If Mohave awards you and you have marked the CES box below, Mohave will forward an electronic copy of the award to CES for their evaluation. CES will award and administer any New Mexico contracts, however the contracts will only exist as long as a Mohave contract issued under this solicitation is in place.

Neither CES nor Mohave will hold the other responsible for any irregularities in either contract. Mohave neither encourages nor discourages vendors from contacting CES. If you would like to discuss the use of any contract awarded by Mohave in New Mexico, contact CES at the address below:

Cooperative Educational Services  
David Chavez, Executive Director  
4216 Balloon Park Rd. NE  
Albuquerque, NM 87109  
Phone (505) 344-5470  
FAX (505) 344-9343

**CES participation will not be a factor in the decision to award a Mohave contract.**

If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this RFP place your initials in the box.

If you are unable to service New Mexico, please initial this box.