



**The delivery address for solicitations is now:
211 N. 7th Street
Kingman, AZ 86401**

REQUEST FOR QUALIFICATIONS 10C-0326
DUE MARCH 26, 2010 @ 3:00 P.M. MST

Statement of qualifications shall be delivered to Mohave Educational Services Cooperative, Inc., 211 N. 7th Street, Kingman, AZ 86401. Statement of qualifications must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., (Mohave) with RFQ 10C-0326, Statement of qualifications 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 statement of qualifications. Statement of qualifications must be in the actual possession of Mohave on, or prior to the exact time and date indicated above. Statements of qualifications shall be opened immediately following the statement of qualifications 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 statements of qualifications to establish contracts for sources for the following materials, equipment and/or services:

- **Job Order Contracting for Heating Ventilation Air Conditioning (HVAC)**

PRE-QUALIFICATION CONFERENCE: NONE

This solicitation consists of instructions, general terms and conditions, evaluation criteria, offer form, submittal requirements, etc. Offerors are strongly encouraged to carefully read all general information, the general terms and conditions 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 statements of qualifications 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 Qualifications should be directed to:

Primary Contact

Michael S. Carter, Contract Specialist I

Secondary Contact

Craig A. McKee, CPPB, Director of Contracting Programs

Departmental email: contracts@mesc.org

(928) 753-6945

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

Date: February 26, 2010

Template Rev. 10-01A

Offer and Signature Page

Place after Tab 1

RFQ 10C-0326
Job Order Contracting for Heating Ventilation Air
Conditioning (HVAC)

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby offers a statement of qualifications in compliance with all terms and conditions, requirements and amendments in the solicitation and any exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements in the General Terms and Conditions.

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax _____

Printed Name _____ Title _____

Authorized Signature _____

General Terms and Conditions

Place after Tab 2

Mohave desires to contract with no more than three firms to provide heating, ventilation, and air conditioning (HVAC) services to its members on a job order contracting (JOC) basis. The work will include minor construction, repair, rehabilitation, and alteration services for a wide variety of educational, other government and not for profit agencies.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project, or job order, is issued, the member and the contractor agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB. Unit price books will be: The *2010 RS Means Facilities Construction Cost* book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs), the *2010 RS Means Mechanical Cost* book and the current version of the 2010 HVACR price guide will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

Because any work under this contract will be on a job order basis, exact project specifications are not available. General specifications will be included in the Request for Proposal issued to firms whose statements of qualifications are approved. Those specifications will form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include generally accepted practices in the construction industry.

Mohave has current contracts for related work (HVAC) awarded under JOC. Any contract awarded as a result of this procurement will be in addition to those contracts, and will not replace them. **The initial contract term shall be for one (1) calendar year from the date of contract award, with up to three (3) consecutive additional 12-month periods.** Mohave's intent is to replace the current contracts for related specialty work (HVAC) that were awarded under Invitation For Bid (IFB) 05G-0328. The Mohave member shall retain the right to determine which, if any, contracts they use.

Mohave currently has three IFB contracts for HVAC and related services. FY2009 purchases under those contracts totaled \$18,484,753.69. Due to the recent economic downturn and reduced budgets, the first seven months of FY2010 total \$4,635,645.06. It has been discovered that members have been over extending the usable life of units through in-house and outside servicing and repair, rather than replacing them. As the economy improves and budgets for such services are increased, Mohave anticipates that annual contract volume from this solicitation will exceed the FY2009 amount. This information is provided as an aid to vendors in preparing statements of qualifications only. It is not to be considered a guarantee or estimate of volume under this RFQ. The successful offeror(s)' coefficient(s) and any other pricing shall apply regardless of the volume of business under the contract.

This RFQ is the first of a two-step procurement process. The three Offerors whose statements of qualifications are determined to be acceptable and receive the highest scores in accordance with the stated evaluation criteria will receive a Request for Proposals (RFP). Contracts, if any, will be awarded in accordance with the RFP.

CERTIFICATION

By signing the Offer and Signature page (page 2 of the RFQ), 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 statement of qualifications 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.

General Terms and Conditions (con't)

CERTIFICATION (con't)

- 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 statement of qualifications.
- 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 § 31-1461).
- 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 will 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 Qualifications.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will 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 statement of qualifications. 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 statement of qualifications, except to the extent that correction of apparent clerical mistakes results in a revision.

Discussions: After the initial receipt of statement of qualifications, Mohave reserves the right to conduct discussions with those offerors whose statements of qualifications 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 statement of qualifications or that provides offeror an opportunity to revise or modify its statement of qualifications. Mohave will not help offeror bring its statement of qualifications up to the level of other statement of qualifications 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' statement of qualifications or prices.

CONFIDENTIAL INFORMATION

Confidential information request: If offeror believes that its statement of qualifications contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the statement of qualifications, 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.

General Terms and Conditions (con't)

CONFIDENTIAL INFORMATION (con't)

Public record: All statement of qualifications 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.

COOPERATIVE PURCHASING

Cooperative purchasing: This solicitation 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 will not be considered.

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

EVALUATION & AWARD

Basis of award: In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2578, Mohave will issue a Request for Proposal to a final list of responsive and responsible vendors determined to be most qualified to perform the specified construction services. To qualify for evaluation, a statement of qualifications must have been submitted on time, and materially satisfy all mandatory requirements identified in this solicitation.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a statement of qualifications 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 statement of qualifications.

Evaluation Criteria: The evaluation criteria for this solicitation, and the maximum points for each, are as follows:

Criteria	Points
Offeror's qualifications and experience	40
Quality of the statement of qualifications	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's financial capacity	5
Offeror's safety record	5
Information from references, PPI information and other pertinent information	<u>5</u>
Total	100

Interviews: If Mohave will hold interviews during the evaluation of this RFQ, interviews shall be held with at least three (3) firms to be included in the final list, but not more than five (5) firms.

Maximum job order: No specific job order under an awarded contract shall exceed \$1,000,000, or the amount set by applicable law at the time of the job order. (Cities and Counties are allowed to change that amount to a higher threshold.) A specific single project is defined as, "one or more facilities at a single location, at a common location or if for a similar purpose, at multiple locations." (ARS §34-101.26).

Method of evaluation: Mohave shall select a committee of not more than seven (7) members to evaluate the statement of qualifications. Composition of the committee shall be in compliance with ARS §41-2578.C.2.

General Terms and Conditions (con't)

EVALUATION & AWARD (con't)

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, bonding capacity, 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.

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.

Request for Proposal: The evaluation committee shall determine a final list of offerors to receive a Request for Proposal. Up to three vendors will be on the final list.

Responsive statement of qualifications: A responsive statement of qualifications reasonably and substantially conforms to all material requirements of the solicitation. Statement of qualifications must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

FORM OF CONTRACT

Form of contract: There will be no contract as a result of this RFQ. No more than three (3) offerors whose statements of qualifications are determined to be acceptable in accordance with the stated evaluation criteria will receive a Request for Proposals (RFP). Contracts, if any, will be awarded in accordance with the RFP.

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, or via phone (928-753-6945). Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed statement of qualifications response and not be opened until the due date and time.

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.

General Terms and Conditions (con't)

LICENSES

Contractor for Job Order Contracting construction services shall be licensed to perform construction pursuant to Title 32, Chapter 10. 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.

STATEMENT OF QUALIFICATIONS ACCEPTANCE PERIOD/WITHDRAWAL

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

Statement of qualifications acceptance period: A statement of qualifications submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

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

OVERVIEW

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.

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.

Construction services: Construction, and one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services as those services are authorized in the definition of Job Order Contracting.

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.

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 380 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. Actual use of any contract will be at the sole discretion of Mohave's Members.

Nonresponsive offer: Any statement of qualifications that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

General Terms and Conditions (con't)

OVERVIEW (con't)

Removal from potential bidders list: Any offeror submitting a perfunctory statement of qualifications with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive solicitations 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 solicitation 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.

Subcontractor: A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with Mohave.

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

PERFORMANCE AND PAYMENT BONDS

Requirements: The performance bond and payment bond for each job order shall cover the full amount of construction under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an initial estimate of the amount of construction that will be done under the contract by the members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

Waiver of performance and payment bonds: The Mohave member may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools); or less than an amount determined by an affiliate member. When bonds are not used, the contractor will be paid upon the completion of the project.

PREPARATION OF STATEMENT OF QUALIFICATIONS FORMAT

Amendment of statement of qualifications: A statement of qualifications may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Compliance with instructions: Offeror's ability to follow statement of qualifications 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 statement of qualifications 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 statement of qualifications 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 statement of qualifications 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 statement of qualifications. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing a statement confers no right of withdrawal after due date and time.

Receipt of statement of qualifications: Statement of qualifications must be in the actual possession of Mohave on or prior to the exact time and date set for statement of qualifications opening.

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

General Terms and Conditions (con't)

PREPARATION OF STATEMENT OF QUALIFICATIONS FORMAT (con't)

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

Statement of qualifications 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 statement of qualifications shall not be considered.

Statement of qualifications submittal: One (1) original and four (4) copies of statement of qualifications shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Statement of qualifications shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD with electronic copies of your submitted documents, if available.

Statement of qualifications 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.

PRICING

Basis for pricing: Prices under the contract will be based upon a Unit Price Book (UPB). The UPB will be included with the RFP.

Coefficients: A coefficient will be applied to the UPB. The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine the member's purchase price.

No pricing in statement of qualifications: The statement of qualifications shall not include pricing or coefficients. **Statements received containing pricing shall be considered non-responsive.**

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, MST. 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.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its statement of qualifications 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.

General Terms and Conditions (con't)

TERM OF CONTRACT AND EXTENSION

Contract period: It is Mohave's intent to award a multi-term contract(s) for job order contracting. The awards from this solicitation will run as an addition to the current JOC HVAC contracts. 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 **three 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.

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.

General Terms & Conditions Acceptance Form

Place after Tab 2

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 to the general terms and conditions

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

- We take the following exceptions to the general terms and conditions. All deviations must be clearly explained. Provide details on your exceptions below:

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

Statement of Qualifications Submittal

To help insure that every statement of qualifications receives a fair evaluation, organize your statement of qualifications as follows:

Step ONE: Obtain a three-ring binder and set of three-hole punched index dividers.

Step TWO: Prepare your table of contents with the matching tabs. Insert your statement of qualifications in the binder in the order listed below.

Tab 1: The Statement of Qualifications

The RFQ Offer & Signature Page.

Tab 2: General Terms and Conditions

RFQ Pages 3-10 (Include a copy of each page, in order).

General Terms and Conditions Acceptance Form (Complete RFQ page 11, as requested).

Tab 3: Statement of Qualifications (Prepare a statement of qualifications as outlined below):

a. Table of Contents

- Provide a Table of Contents for your statement of qualifications.
- Place each major section after an indexed tab.

b. Letter of Introduction

- Provide a brief introduction of your firm and its interest in this procurement.

c. Contents

- Basic Company Information:
 - Company Name
 - Address
 - Telephone Number
 - Fax Number
 - Email Address
 - Name of Primary Contact
 - Number of Years in Business
 - License(s) Held by the Firm
 - If the firm has more than one office, provide specific information about the parent company and administering branch office.

d. Form of Ownership

- Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc).
- If responding as a joint venture with fewer than two relevant projects, as a joint venture, submit qualifications for each firm.

e. Personnel

- Provide information about the firm's personnel resources (average size of workforce, position classifications, experience, training, location(s) of personnel).
- Include information about support staff (office workers, etc.).
- Provide detailed information describing education, training and qualifications for key personnel (general management, project management, estimator, engineer, construction superintendent, etc.).
- Describe your plan for personnel recruitment, particularly during periods of booming construction.
- Provide an organization chart for your firm.

Statement of Qualifications Submittal (con't)

Tab 3: Statement of Qualifications (Prepare a statement of qualifications as outlined below) (con't)

e. Personnel con't

- Complete and enclose a General Services Administration Standard Form 330, to the extent applicable to your firm. (A copy of GSA SF330 is also available on Mohave's website.). Notes on GSA SF330 are as follows:

GENERAL SERVICES ADMINISTRATION STANDARD FORM 330:

While the title of this form is "Architect-Engineer Qualifications", the intent is to have the firm responding to this RFQ fill the form out. We are not looking for you to obtain the services of an architect and/or engineering firm to fill this out. The form is to be used to review your qualifications, as applicable under our RFQ.

Pages 1 - 8 of Form 330 are instructions to assist you in filling out the form. Pages 9 - 13 should be filled out and returned with your statement of qualifications. Page 14 of Form 330 (marked as Part II - General Qualifications) will only need to be used if you have more than one branch office that would be seeking work under an awarded contract.

Section C, in Part 1 "Contract Specific Qualifications" (page 9 of Form 330) asks for information about your key subcontractors. You may skip this portion of the form, as this information is already required in section f, "Consultants and Subcontractors", on page 13 of the RFQ.

f. Consultants and Subcontractors

- Provide the names and locations of consultants and subcontractors you plan to use, if any.
- List or describe the services to be provided by each.
- Provide a statement of your subcontractors' experience providing the services, particularly in a job order contract setting.

g. Financial Information

- 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) or your firm's latest annual financial report.
- Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history.
- Provide a letter from your bonding company indicating the ability to bond job orders under the contract, and your current bonding capacity.

h. Insurance

- Provide a certificate of insurance indicating that your firm possesses the required insurance coverage.
- A sample certificate may be provided. However, before any orders are processed the successful contractor must provide a certificate that names Mohave as a certificate holder.

i. Past Performance

- Provide a statement of your experience providing HVAC and related services, particularly in a job order contract setting.
- Provide a list of your job order contracts. Include date of contract, contracting agency, agency contact information, and value of contract for each contract in the list.
- If your firm has no JOC experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers and clients, and the contractor. Provide other relative job experience.

Statement of Qualifications Submittal (con't)

Tab 3: Statement of Qualifications (Prepare a statement of qualifications as outlined below) (con't)

i. Past Performance con't

- Provide a description of your experience working on school district or other governmental projects, working on multiple projects simultaneously, and working throughout the state.
- Provide a statement of your history for submitting claims and change orders. Provide specific information, i.e., type of claim, date, reason, amount, and outcome.

j. Contract Management Plan

- Provide a statement of your plan for performing and managing the work.
- What personnel will be used?
- Will you use technology? If yes, for what purposes? If no, how will you prepare job order cost quotations and invoices?
- How do you plan to ensure prompt responses to job order requests?
- What is your plan for responding to and performing multiple job orders at the same time?
- What limitations will you have geographically or in the number of simultaneous job orders?
- Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

k. Quality Management Plan

- How do you set goals and monitor the performance of your company?
- How do you inspect the work to ensure quality?
- How do you stay on schedule?
- What is your complaint and dispute resolution procedure?
- Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

l. Subcontractor Management Plan

- Provide a statement of your plan for managing subcontractors.
- Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract.
- How will you recruit subcontractors, particularly in the local communities where work will be performed?
- How will you ensure acceptable quality for work performed by subcontractors?
- How will you address controversies and claims related to work performed by subcontractors?
- Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.

m. Green Contracting

- Describe your application of green construction techniques. Include information on:
 - Use and disposal of refrigerants as outlined in the Environmental Protection Agency's (EPA) Clean Air Act of 1970, and all applicable amendments.
 - Testing or certification your construction products and services support?
 - Green construction products and services you would be utilizing under an awarded Mohave contract have a proven track record?
 - Will these green construction products and services be used in all construction projects, or only on projects when the member requests them to be used?
 - Describe your plan to recycle old building materials, and how that plan will be implemented.
 - Describe any other green construction techniques that would be used under an awarded Mohave contract.

Statement of Qualifications Submittal (con't)

Tab 3: Statement of Qualifications (Prepare a statement of qualifications as outlined below) (con't)

n. Safety

- Provide a copy of your firm's safety management plan.
- Provide a copy of your firm's safety training program.
- Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years.
- The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

Tab 4: Additional Information

Include additional relevant information such as literature, slicks, pictures, and other pertinent supporting printed data

Tab 5: Checklist

Make sure everything is included. (Initial and enclose the form on RFQ page 16).

Step THREE: Prepare the final checklist (page 16). Sign it and place after Tab 5. **Place your original statement of qualifications, and four additional copies**, in a sealed envelope or box and send them to Mohave so that they arrive on or before 3:00 p.m. MST on Friday, March 26, 2010.

Step FOUR: Keep one or more complete copies of your statement of qualifications.

Statement of Qualifications 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 products and 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 statement of qualifications must arrive at Mohave's Kingman office on or before 3:00 p.m. MST on Friday, March 26, 2010.

- _____ 1. Offer and Signature Page (RFQ page 2) was signed and placed after *Tab 1*.
- _____ 2. The general terms and conditions were carefully read (pages 3-10). Exceptions to the General Terms and Conditions, if any, were noted on the General Terms and Conditions Acceptance Form (page 11). RFQ pages 3-11 were placed after *Tab 2*.
- _____ 3. The statement of qualifications was prepared in compliance with the requirements in RFQ pages 12-15. The statement of qualifications was placed it after *Tab 3*.
- _____ 4. A certificate of insurance demonstrating current compliance with the insurance requirements in the General Terms and Conditions was placed after *Tab 3*.
- _____ 5. Any additional pertinent information was placed after *Tab 4*. This information could be a list of satisfied customers or photographs of worksites. Any info that will assist evaluators in reaching a decision should be placed after *Tab 4*.
- _____ 6. The completed Statement of Qualifications Checklist was placed after *Tab 5*.
- _____ 7. **Pricing cannot be included with your statement of qualifications.**

Appendix G: 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 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 purchase orders from 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