

Request for Proposal 17A-0217 Temporary Employment and Recruitment Services

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6/7/16 EH



ARIZONA COOPERATIVE PURCHASING

REQUEST FOR PROPOSAL 17A-0217

Temporary Employment and Recruitment Services

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contract(s) for Temporary Employment and Recruitment Services.

Due Date and Time: February 17, 2017 at 3:00 p.m. (local Arizona time)

Pre-proposal Conference: Wednesday, February 1, 2017 at 10:00 a.m. (local Arizona time)
WebEx Conference Call – Audio Only
For login information contact Michael Carter, CPPB
no later than Monday, January 30, 2017.

Last Day For Questions: February 10, 2017 at 5:00 p.m. (local Arizona time)

RFP QUESTIONS MUST BE DIRECTED TO:

Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or package with RFP 17A-0217, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or package. 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, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the 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 is advantageous to Mohave and/or its members.

Anita S. McLemore, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: January 20, 2017

Offer and Acceptance Form
(Place after Tab 1a)

RFP 17A-0217
Temporary Employment and Recruitment Services

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____

The *Offer and Acceptance Form* should be submitted with a signature of 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 Acceptance Form*, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature _____

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.*

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

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As an awarded contract vendor, 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, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number _____

Awarded this _____ day of _____ 2017.

This contract shall be effective the _____ day of _____ 2017.

Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.

Instructions to Offeror and Checklist

(Place after Tab 5a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions.

We have included this 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.

_____ **Step ONE:** Read and understand the document. Your firm is responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

_____ **Step TWO:** One (1) original and two (2) additional complete copies of your proposal shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Proposal shall contain all specifications, and any other information required by the solicitation. Include two (2) CD, USB, or similar electronic media device containing electronic copies of your submitted documents with each binder.

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

_____ **Step THREE:** Proposal shall be organized and presented in the order requested below, with separate sub-tabs (e.g. 1a, 1b) and dividers.

• **Tab 1: Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, USDA Form AD-1048, Anti-Lobbying Certificate.**

_____ **Tab 1a** – The signed Offer and Acceptance Form is placed after Tab 1a.

_____ A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

_____ **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

_____ **Tab 1c** – A complete copy of the General Terms and Conditions is placed after Tab 1c.

_____ A completed copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions are noted and explained.

_____ **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

_____ A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions to the Special Terms and Conditions are noted and explained.

_____ **Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.

_____ A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.

_____ A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work and Specifications are noted and explained.

_____ **Tab 1f** – A completed copy of U.S. Department of Agriculture Form AD-1048 is placed after Tab 1f.

_____ Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after (in Tab 1f).

_____ **Tab 1g** – A completed copy of the Anti-Lobbying Certificate Form is placed after Tab 1g.

_____ A copy of OMB standard form LLL, Disclosure of Lobbying Activities (if applicable) is placed after Tab 1g.

Failure to complete and submit the USDA Form AD-1048 (Tab 1f) and Anti-Lobbying Certificate (Tab 1g) shall render your proposal nonresponsive.

Instructions to Offeror and Checklist

(Place after Tab 5a)

- **Tab 2: Primary Vendor Information**

- _____ **Tab 2a** – A complete response to the Method of Approach pages is placed after Tab 2a.
- _____ **Tab 2b** – A complete response to the Qualification and Experience pages is placed after Tab 2b.
- _____ **Tab 2c** – A current certificate of insurance (**see Special Terms and Conditions 2.2 Liability Insurance**) is placed after Tab 2c.
- _____ **Tab 2d** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2d.

- **Tab 3: Pricing Information**

- _____ **Tab 3a** – A paper copy of the summary sections 1-4 worksheets **shall** be included with your proposal. Electronic copies of the entire workbook, your price schedules, and any additional requested price information **shall** be included with your proposal. Two (2) electronic copies of the entire workbook, your price schedules, and any additional requested price information on CD, USB, or similar electronic media devices shall be included with your proposal.
- _____ **Tab 3b** – Pricing Methodology, Quick Pay Discount and Acceptance of Pcard Descriptions are placed after Tab 3b.
- _____ **Tab 3c** –Travel Description is placed after Tab 3c.

- **Tab 4: Supporting Contract Documents**

- _____ **Tab 4a** – Completed Firm Information, Order Processing and Individual Contact Information is placed after Tab 4a.
- _____ **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

- **Tab 5: Additional Information**

- _____ **Tab 5a** – Completed Instructions To *Offeror and Checklist Form* is placed after Tab 5a.
- _____ **Tab 5b** – Descriptive literature, slicks and any other supporting printed data are placed after Tab 5b.

_____ **Step FOUR:** Confirm that the proposal is complete and signed on page 2 by an authorized representative. **Note: Do not assume 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:** Keep a complete copy of your proposal for your records.

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

An RFP tabulation (a list of respondents) will be posted at www.mesc.org within one week of the RFP opening.

Scope of Work
(Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for temporary employment and recruitment services as specified within this Request for Proposal. These services are requested for Mohave's statewide membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions.

The scope of work and specifications define the quality and characteristics of the desired temporary employment and recruitment services. They are based upon specifications for known acceptable requirements, processes and/or job descriptions/functions. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions that meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Two contract vendors hold Mohave's current contracts for the specified services. Activity under the contracts from the effective date including year to date activity (as of the publication date of this RFP) is \$1,225,129. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	January 20, 2017
Pre-proposal Conference Held	February 1, 2017 at 10:00 a.m. (local AZ time) Pre-proposal conference will be held using <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	February 10, 2017 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	February 17, 2017 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposal	February 17, 2017 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	April 17, 2017 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	May 17, 2017

Scope of Work
(Place after Tab 1e)

3. SUBMISSION OF PROPOSALS

- 3.1.** Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form*.
- 3.3.** A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

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

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

- 1) Pricing Information:** Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, pricing data (in paper and electronic format), pricing methodology, volume discount information, quick pay discount information, Pcard acceptance information, travel description;
- 2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** *Offer and Acceptance Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, *Scope of Work*, *Specifications with exceptions/deviations noted*, *Scope of Work and Specifications Acceptance Form*, *U.S. Department of Agriculture Form AD-1048* and *Anti-Lobbying Certificate Form*;
- 3) Primary Vendor Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;
- 4) Supporting Contract Documents:** Completed supporting contract documents, sample supplemental or end-user agreements;
- 5) Additional Information:** *Instructions to Offeror and Checklist Form*, descriptive literature, slicks and any supporting printed data, additional information.

Specifications
(Place after Tab 1e)

SPECIFICATIONS

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 notify Mohave prior to specified proposal due date and time.

Partial proposals: Mohave will consider partial proposals for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Offerors shall offer products, materials, processes, or services they believe come closest to meeting specifications. The fact that a manufacturer, supplier or offeror chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Deviations from 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. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. 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. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Specifications	Comply	Deviate*
1.1 General Specifications		
1.1.01 Contract vendor shall not solicit the employees of other awarded contract vendors that are fulfilling obligations under this RFP. Such solicitations shall result in cancellation of the contract.		
1.1.02 Contract vendor shall be responsible for, obtaining, and maintaining, all permits, licenses and/or fees necessary and incidental to the lawful conduct of its business.		
1.1.03 Contract vendor shall remain fully informed of, and in compliance with, all current applicable ordinances and regulations pertaining to the provision of services under an awarded contract.		
1.1.04 Members shall not be required to pay upfront deposits and/or retainers prior to receiving services and/or employment of leased or temporary employees.		
1.1.05 Contract vendor employees shall comply with all instructions pertaining to conduct, building and safety regulations issued by the member.		
1.1.06 The hourly rate for minimum wage positions shall be adjusted to comply with the current applicable required federal, state and/or local minimum wage (whichever is higher) laws. The amount of any 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 required minimum wage. Contract vendor shall only adjust those positions that are paying below the required minimum.		

Specifications
(Place after Tab 1e)

1.1.07	The member shall not be held responsible for handling any current applicable tax obligations to include, but not be limited to: Social Security, Medicare, federal income tax withholding, FICA, state income tax withholding and federal and state unemployment.		
1.1.08	Contract vendor shall not require the member to offer contract vendor's employee participation in any plans, benefits or payment for office closures provided to member's employed staff. Member may offer plans, benefits and paid time off to the contract vendor's employee as an option.		
1.1.09	Contract vendor shall identify in the employment agreement to member, prior to providing services, any costs or member required payments to comply with current applicable Affordable Care Act (ACA) laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.		
1.1.10	Contract vendor shall identify in the employment agreement to member, prior to providing services, any additional costs or member required payments to comply with current applicable Arizona State Retirement System (ASRS) laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.		
1.1.11	Contract vendor shall identify in the employment agreement to member, prior to providing services, any costs or member required payments to comply with current applicable federal, state and/or local laws for paid and non-paid leave and/or family leave for contract vendor employees. Member shall be responsible for the remittance of any required payments.		
1.1.12	Contract vendor employees shall be covered by contract vendor's workers' compensation insurance.		
1.1.13	Contract vendor shall not assign any contract vendor employee who has a conviction or convictions as specified in current applicable Arizona Revised Statutes (ARS) §15-512.D to work at a member's site. Temporary certified, administrative, and/or classified support staff shall meet all current applicable certifications and fingerprinting as required by member.		
1.1.14	Initial response to a member request for placement shall be within 24 hours (M-F).		
1.1.15	Contract vendor may be asked to provide multiple candidates to interview for any given position (or occupation) prior to placement.		
1.1.16	Member shall pay no penalty or fee if member hires a contract vendor employee through competitive selection in a department or position other than the assigned department or position.		
1.1.17	Positions may be added throughout the term of the contract upon mutual written agreement between Mohave and the contract vendor. Those positions may include, but not be limited to: <ul style="list-style-type: none"> • Administrative Secretary • Bilingual Teacher Assistant • Clerk Typist • Custodian • Executive Director • Finance Accounting Technician • Crossing Guards • School Administrators • Kitchen Staff • Facility Maintenance • Office Manager • School Principal • Programmer/Analyst • Purchasing/Warehouse Worker • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • Substitute Teachers • Bus Drivers 		

Specifications
(Place after Tab 1e)

1.1.18	Contract vendor shall supply employees who have been fully and properly trained in the services called for in the assignment.		
1.1.19	Contract vendor shall thoroughly screen all employees to verify the eligibility of their working in a public facility. Employees who work in a school facility shall meet the current applicable requirements, as stated under ARS Title 15, Chapter 5 for certified and non-certified positions. Screening may include, but not be limited to: background checks, fingerprinting checks, drug testing, and reference checks. Any payment of costs associated with the screening process shall be as outlined by statute. Member may request confirmation of such screenings and the documented results.		
1.1.20	With the exception of recruiting services, all assigned personnel shall be employees of contract vendor at the time of any work assignment.		
1.1.21	Contract vendor shall only be paid for the actual services requested by member.		
1.1.22	Member shall pay only for the level of skill required and requested.		
1.1.23	The written agreement between contract vendor and member shall specify if work is to be performed onsite, offsite, or both.		
1.1.24	Any work products such as reports, drawings, 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 the 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.		
1.1.25	Contract vendor personnel shall dress appropriately for the type of job assigned. Contract vendor shall request from member any dress code or uniform requirements and shall provide them to personnel assigned to the member.		
1.1.26	Member shall 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 agrees to notify contract vendor promptly if employee is to be removed/terminated and/or a replacement employee is requested.		
1.1.27	Member may request the replacement of any contract vendor employee who they consider unacceptable. Contract vendor shall waive all fees if a contract vendor employee is unacceptable. Contract vendor shall provide to member detailed information and instructions for the reporting process and include timelines for the replacement of unacceptable employees.		
1.1.28	Repeated failures to provide qualified personnel within the agreed response times, or other unsatisfactory service deficiencies, may be cause to terminate the contract.		
1.1.29	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 an impaired contract vendor employee working under the influence or substance abuse, and remove the impaired employee.		
1.1.30	Contract vendor shall offer a replacement of the impaired or unsatisfactory contract vendor employee and replacement employee shall be made within 24 hours (M-F) of removal.		

Specifications
(Place after Tab 1e)

1.2 Rates and Invoicing Specifications			
1.2.01	Regular temporary position rates shall be priced in accordance with the skill level determined by member's salary schedule and/or approved offered salary amount(s). Skill levels may include, but not be limited to: Entry: Little or no experience and/or minimal education. Journeyman: Two or more years experience and/or some education/certification/degree (additional experience may be used in lieu of education). Senior: Five or more year's experience and/or applicable education/certification/degree (additional experience may be used in lieu of education).		
1.2.02	Contract vendor shall submit weekly, biweekly or monthly invoices for services provided under the contract. Invoices shall include the 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.		
1.2.03	Temporary and/or temp-to-hire employee rates shall be listed in the employment agreement and accepted by the member prior to services being provided.		
1.2.04	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.		
1.2.05	Contract vendor may add a fee to specialty temporary employees, leased employees and temp-to-hire pay rates to cover contract vendor's costs and employee's costs.		
1.2.06	Fees for recruiting services may be based upon a percentage of hired employee's salary. Member shall determine hired employee's salary. Contract vendor shall submit pricing methodology for fees. Mohave reserves the right for final approval and acceptance of pricing methodology under an awarded contract.		
1.2.07	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.		
1.2.08	Member shall approve overtime in advance, in writing. Member shall not be liable for payment of overtime worked, if not approved in advance.		
1.2.09	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).		
1.2.10	Contract vendor shall reimburse member for any improper charges, such as: incorrect time cards, unauthorized long-distance phone calls, unauthorized purchases, or improper rate charges by contract vendor or its employees, which are discovered by member.		
1.3 Regular and Non-Certified Temporary Employee Specifications			
1.3.01	Contract vendor shall maintain a pool of commonly requested temporary employees. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the: <ul style="list-style-type: none"> • Administrative Secretary • Clerk Typist • Custodian • Accounting Technician • Kitchen Helper • Warehouse Worker 		

Specifications
(Place after Tab 1e)

1.3.02	Upon request by the member, contract vendor shall submit a catalog (electronic or printed) or individual listing of job descriptions with a minimum and maximum of experience and education for each position being provided. All personnel assigned by the contract vendor shall meet or exceed the minimum requirements indicated in the job descriptions.		
1.3.03	Contract vendor's pricing workbook shall include an hourly bill rate ranges for all listed hourly positions.		
1.3.04	Upon request, contract vendor shall provide resumes for prospective placements to the member.		
1.3.05	During the term of temporary placement, contract vendor shall not assign a temporary employee to another temporary position without prior approval from the member.		
1.4	Specialty and Certified Temporary Employee Specifications		
1.4.01	Specialty and certified temporary employees are requested. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the: <ul style="list-style-type: none"> • Teacher Assistant • Programmer/Analyst • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • School Principal • Executive Director • Librarian 		
1.4.02	Contract vendor shall attempt to recruit multiple candidates for specialty temporary positions. Contract vendor shall notify member if multiple candidates cannot be recruited.		
1.4.03	Contract vendor shall provide resumes of prospective placements to the member. Member shall have the right to interview candidates prior to selecting a specialty temporary employee.		
1.4.04	Member may reject all candidates without penalty.		
1.4.05	Short and long term substitute teachers are requested.		
1.4.06	Contract vendor shall not assign a specialty temporary employee to another temporary position without prior approval from the member.		
1.4.07	Contract vendor shall provide teachers that have been certified and have fulfilled the requirements of ARS Title 15, Chapter 5, Article 3. Contract vendor shall provide member a copy of certification upon request		
1.5	Temp-to-Hire and Leased Employee Specifications		
1.5.01	Contract vendor may offer temp-to-hire employees. Member may interview temp-to-hire employees prior to acceptance or placement.		
1.5.02	Temp-to-hire shall include an evaluation period. 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		
1.5.03	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 and dental, shall be paid by the contract vendor.		

Specifications
(Place after Tab 1e)

<p>1.5.04 Upon request, contract vendor shall recruit and place leased employees. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the:</p> <ul style="list-style-type: none"> • Accounting Technician • Bilingual Teacher Assistant • Custodian • Kitchen Helper • Programmer/Analyst • Warehouse Worker • Administrative Secretary • Clerk Typist • Executive Director • Librarian • Registration/Attendance Clerk • Teachers 		
<p>1.5.05 The leased employee shall receive supervision and direction from member supervisors; the contract vendor shall handle any general employment responsibilities.</p>		
<p>1.5.06 The member shall retain essential management control over the work performed by leased employees.</p>		
<p>1.5.07 The contract vendor shall assume responsibility for required activities to include, but not be limited to: reporting wages, employment taxes, and benefits packages of temp-to-hire and leased employees.</p>		
<p>1.5.08 Contract vendor shall manage and maintain compliance with current applicable state and federal regulations, payroll, unemployment insurance, W-2 forms and other necessary paperwork for temp-to-hire and leased employees.</p>		
1.6 Recruiting Specifications		
<p>1.6.01 Recruiting services are requested. Recruiting may include a variety of positions.</p>		
<p>1.6.02 Recruiting services shall include, but not be limited to: advertising, screening and interviewing on behalf of the member.</p>		
<p>1.6.03 Contract vendor shall comply with member's recruitment policies when recruiting on behalf of the member.</p>		
<p>1.6.04 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.</p>		
<p>1.6.05 Contract vendor shall provide member with an opportunity to review and approve advertising materials prior to starting the recruitment.</p>		
<p>1.6.06 Contract vendor shall use member candidate lists upon request.</p>		
<p>1.6.07 Contract vendor shall obtain and use member's criteria for candidate screening.</p>		
<p>1.6.08 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.</p>		
<p>1.6.09 Member shall review the screened candidates list and select candidates for interview.</p>		
<p>1.6.10 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.</p>		
<p>1.6.11 Member shall provide contract vendor with results of the interviews. Member shall be under no obligation to select any of the interviewed candidates.</p>		

Specifications
(Place after Tab 1e)

1.6.12 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, re-advertising the position, revising the search criteria, notifying successful and/or unsuccessful candidates of member's decision, or terminating the recruitment.			
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***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the 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 Scope of Work and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations 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.)

UNITED STATES DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 16) Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1f)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on 1 (RFP page 9) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Anti-Lobbying Certification Form
(Place after Tab 1g)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

In accordance with the Federal Acquisition Regulation, 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Firm Name)

(Signature)

(Print Name)

(Print Title)

(Date Certified)

Primary Vendor Information – Method of Approach
(Place after Tab 2a)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Indicate what services are included in your offer:

Regular/Non-certified Temporary Employees	F/T_____	P/T_____	On-Call_____
Specialty/Certified Temporary Employees	F/T_____	P/T_____	On-Call_____
Regular/Non-certified Temp-to-Hire	F/T_____	P/T_____	
Specialty/Certified Temp-to-Hire	F/T_____	P/T_____	
Regular/Non-certified Leased Employees	F/T_____	P/T_____	
Specialty/Certified Leased Employees	F/T_____	P/T_____	
Recruiting Services	_____		

2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This information shall include, but not be limited to:

- a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
- b. Communication process with Mohave and its members;
- c. Standard delivery time for services after receipt of purchase order;
- d. Specific value-added services that may benefit members;
- e. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
- f. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

3. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity 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, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public 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?

Primary Vendor Information – Method of Approach
(Place after Tab 2a)

4. Do you anticipate using subcontractors (third-party services) under an awarded contract? Subcontractor may be a third party recruiting or temporary employment agency.

Yes ___ No ___

(Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

If "Yes" to Question #3, describe how you would use subcontractors to provide services. Indicate if local subcontractors would be used. What is the maximum amount and type of services you would subcontract?

5. Indicate if your offer is regional or statewide: Regional ___ Statewide ___

If you are providing a regional or county specific offer, that offer shall cover all members within that region or county.

Using the chart below, please indicate the following:

- In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- Indicate which area(s) of the state that you will provide services under an awarded contract.
- If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache			
Cochise			
Coconino			
Gila			
Graham			
Greenlee			
La Paz			
Maricopa			
Mohave			
Navajo			
Pima			
Pinal			
Santa Cruz			
Yavapai			
Yuma			

Primary Vendor Information – Method of Approach
(Place after Tab 2a)

6. Location of servicing office(s) and hours of operation:

7. 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.)

8. What is your average response time to fill a temporary/leased employee request, (i.e., clerical position)?

9. Do you track and measure the quality of performance of your employees? Yes [] No []

10. Do you require a minimum number or work hours per request? Yes [] No [] If "yes," provide the number of hours:

11. 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:

12. Do you offer early buyout? Yes [] No [] If yes, provide details on the process:

13. Does your firm have national recruiting capabilities? Yes [] No [] If offered, provide your recruitment process:

Primary Vendor Information – Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

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

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the services in this solicitation as follows:

- A short narrative description of what you are offering for this contract.
- A *brief* history of your company that includes length of time in business, how long your company has provided the services you are proposing, and your firm's philosophy of doing business.
- Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.
- Provide information regarding your authorization to submit a proposal for the specified services and confirm that you can provide the services if awarded a contract. Indicate if you are a bona fide dealer for the services in the proposal, or if you are the sole proprietor of the services in the proposal.

2. **Place after Tab 2b:** Indicate if your firm would qualify as a small or 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 (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

NOTE: *Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.*

3. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have provided services in the past five (5) years, for specific services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **<https://www.surveymonkey.com/r/FCB9R55>**

The above survey is now active, and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

4. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current 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 current 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.

Primary Vendor Information – Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

5. **Place after Tab 2b:** List five (5) Temporary employment and/or recruitment services that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1					
Description of problem #1, and what steps were taken to satisfy the customer.					
2					
Description of problem #2, and what steps were taken to satisfy the customer.					
3					
Description of problem #3, and what steps were taken to satisfy the customer.					
4					
Description of problem #4, and what steps were taken to satisfy the customer.					
5					
Description of problem #5, and what steps were taken to satisfy the customer.					

Pricing Information – Price Workbook Instructions
(Place after Tab 3a)

1. All offerors shall complete the summary sections 1-4 worksheets of the 17A Temporary Employment and Recruitment Services workbook titled "**17a temp employment.xlsx**".
2. In addition to the workbook referenced in number 1 above, offeror may provide additional price schedule(s), (e.g. services/fees price list). However, all price schedules shall follow the format, and provide the information as detailed in the product and services pricing description or instructions.
3. **Two (2) electronic copies of the completed workbook shall be provided on separate CDs, USBs or similar electronic media devices.**
4. A paper copy of the summary sections 1-4 worksheets **shall** be included with your proposal. Electronic copies of the entire workbook, your price schedules, and any additional requested price information **shall** be included with your proposal.
5. All pricing information shall be placed after **Tab 3a**.
6. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Administration fees under an awarded contract will be based upon the service fees charged by the contract vendor to members, and not the temporary/leased/recruited employee's gross salary. Offerors shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated sales or use tax, federal, state, or local income taxes, employee payroll deductions, transportation, lodging, mileage, and/or M&IE.*
7. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
8. Services listed as "*call for quote*" are not acceptable. All services provided with your proposal must contain a specific price in order to be considered for inclusion under an awarded contract.

Failure to complete and submit the 17A Temporary Employment and Recruitment Services Price Workbook shall render your proposal nonresponsive.

Price Workbook Details

The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Price Workbook Summary Section One - Lodging, M&IE, Mileage and/or Travel/Drive Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Lodging, meals and incidental expenses, mileage or travel/drive rates shall be included in the summary Section Two worksheet of the 17A Temporary Employment and Recruitment Services Workbook.
- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. 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 Travel Policy is available for download at <https://gao.az.gov/travel/travel-information>. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Indicate that you are using current state rates in the workbook.
- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

Pricing Information – Price Workbook Instructions
(Place after Tab 3a)

Price Workbook Summary Section Two - Fees

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees and service rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Three – Service Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your labor rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Four – Hourly Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the title for the position/occupation, the position level, hourly rate and any applicable minimum hours per day.
- Add additional line items as necessary to include all of your hourly rate positions to be offered.
- *The hourly rate shall include Mohave's 1% administration fee.*

**Pricing Information – Pricing Methodology,
Quick Pay Discount and Pcards (Place after Tab 3b)**

Pricing Methodology Description

- Our pricing methodology is a percent of the hourly rate or annual salary of the temporary employment or recruitment service.
- Our pricing methodology is a fixed rate.
- 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 pricing, outline any contingencies for economic adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

Quick Pay Discount

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? _____

Acceptance of Pcards for Payment

Will you accept Pcards as a method of payment? Yes _____ No _____

Pricing Information – Travel Description
(Place after Tab 3c)

Travel Description

If travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

**Supporting Contract Documents – Firm Information, Order Processing and
Individual Contact Information
(Place after Tab 4a)**

1. Contact information for firm's headquarters:

Physical Address _____

Mail Address, if different _____

Main Phone Number _____

Website _____

2. Contact information for firm's Arizona branch office:

Physical Address _____

Mail Address, if different _____

Main Phone Number _____

Website, if different _____

Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

Physical Address _____

Email Address _____

Attention of _____

4. Payment remittance address _____

Attn: _____

City _____ State _____ Zip _____

Telephone (invoice questions) _____

5. 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 (e.g. ship to rate). Provide additional information below:

**Supporting Contract Documents – Firm Information, Order Processing and
Individual Contact Information
(Place after Tab 4a)**

6. Contacts for Mohave:

Main Mohave representative contact: _____
(Shall be the main point of contact for members and be responsible for member information requests.)

Title _____ Email address _____
Phone number _____ Fax _____

Contract Administrator contact: _____
(Shall be the main point of contact for contract information requests.)

Title _____ Email address _____
Phone number _____ Fax _____

Accounting contact: _____
(Shall be the main point of contact for accounting issues.)

Title _____ Email address _____
Phone number _____ Fax _____

Open Order/Status Report contact: _____
(Shall be the main point of contact regarding open orders and status reports.)

Title _____ Email address _____
Phone number _____ Fax _____

Audit contact: _____
(Shall be the main point of contact for audit requests and clarifications.)

Title _____ Email address _____
Phone number _____ Fax _____

Reconciliation contact: _____
(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)

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 and/or contract administrator 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 _____

Marketing contact: _____
(Shall be the main point of contact for providing marketing information for Mohave's website.)

Title _____ Email address _____
Phone number _____ Fax _____

**Supporting Contract Documents – Sample Supplemental or End User
Agreement(s)
(Place after Tab 4b)**

Will members be required to sign supplemental or end-user agreements (recruitment agreement, lease employee agreement, service agreement and any additional exhibits or amendments)?

Yes No

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

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

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

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information (indicated in bold text) as indicated in select Special Terms and Conditions.

1. FORM OF CONTRACT

1.1. Contract vendor documents: If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

1.2. 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.

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

2. INSURANCE

2.1. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

2.2. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000. Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverage as stated above. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Any costs for adding a member as an additionally insured entity shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity shall be provided at no additional cost.

2.3. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

2.4. 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 workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

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

Special Terms and Conditions
(Place after Tab 1d)

3. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

4. OFFEROR QUALIFICATIONS

It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the provision of the services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the proposal and/or its own investigation of the company.

5. PRICING

5.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of rebates shall not affect the amount of administration fee paid to Mohave.

5.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

5.3. Basis for pricing: Contract pricing under this RFP shall be based upon:

1. Percent of the hourly rate or annual salary of the temporary employment or recruitment service;
2. Fixed rate; or
3. A combination of the above.

5.4. Contract pricing: Contract pricing shall include prices/fees/rates for any and all services offered. Contract prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor 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 submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for contract price adjustments to determine if the requested adjustments shall be allowed. New contract pricing shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.

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

5.6. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. 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. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

Special Terms and Conditions
(Place after Tab 1d)

5.7. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. 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 shall 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 member.

5.8. Travel/drive rates: Contract vendor may charge for travel/drive rates under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. 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.

•Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

6. SITE REQUIREMENTS

6.1. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors 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 ARS §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 contract vendor, subcontractor or individual employee as determined by the 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."*

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

6.2. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

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(Place after Tab 1d)

6.3. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor 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. Contract vendor 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.

6.4. Smoking: Persons working under the contract shall adhere to current local smoking policies.

7. SUBCONTRACTORS

7.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

7.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

7.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

7.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.

7.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

7.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

8. TERM OF CONTRACT AND EXTENSION

8.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

8.2. Contract extension: Conditions for contract extension may 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. Mohave shall prepare a performance report for all contracts prior to issuing any extension. This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension.

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8.3. 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.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special 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 Special Terms and Conditions:

- We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations 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.)

General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select General Terms and Conditions.

1. ADVERTISING

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

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. CANCELLATION

3.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

- A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

3.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

3.3. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 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. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

3.4. 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.

3.5. Cancellation for non-performance or contract vendor 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 contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;

(Cont'd)

General Terms and Conditions
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- 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 contract vendor will not or cannot perform the requirements of the contract;
- Providing services under the contract prior to receiving a Mohave reviewed member purchase order for such service.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

3.6. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes 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 delay or replace the contract rests solely with Mohave.

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

3.8. Continuation of performance: Contract vendor 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.

3.9. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

4. 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.

5. CERTIFICATION

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

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

(Cont'd)

General Terms and Conditions
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- 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 Title 32, Chapter 10 (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; and ARS Title 41, Chapter 9, Article 4).
- 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 contract vendor 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 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, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

6. CONFIDENTIAL INFORMATION

6.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, 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 notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire offer as confidential will not be considered.

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

6.3. 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, with the exception of information deemed confidential by Mohave.

7. CONFIRMATION/DISCUSSIONS

7.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

(Cont'd)

General Terms and Conditions
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Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

7.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave, based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

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.

8. CONTRACT MANAGEMENT

8.1. Applicable law: The 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.

8.2. 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.

8.3. 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.

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

8.5. Contract claims or controversies: The requirements of the Arizona procurement rules and 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 contract 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.

8.6. 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 contract vendor to address issues in the written deficiency notice.

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8.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

8.8. Novation: If contract vendor 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 contract vendor.

8.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for filling out the purchase order, or Pcard process, will be contained in that sample reconciliation report.

For Procurements made with purchase orders:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

For Procurements made with Pcards:

1. Member purchases directly from contract vendor using a Pcard and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard).
5. Member pays contract vendor (if not previously paid with Pcard).
6. Contract vendor sends monthly Reconciliation Report and copy of detailed Pcard transaction, invoice or quotation to Mohave.
7. Contract vendor remits administration fee monthly, based on Pcard purchases paid.
8. Mohave audits selected Pcard purchases.

8.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the products, materials, processes or services used to fulfill the contract.

8.11. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

8.12. 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.

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

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9. COOPERATIVE PURCHASING

9.1. 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 members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

9.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

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

9.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. 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 approximately 450 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 shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 5) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

11.1. Basis of award: 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.

11.2. Best and final offers (Revisions to Proposals): Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

11.3. 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.

11.4. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations 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.

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11.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendment(s) 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.

11.6. Effect of price: No contract shall be awarded solely on the basis of price.

11.7. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact 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 multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

11.8. 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.

11.9. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor'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.

11.10. Price workbook: All offerors must complete the 17A Temporary Employment and Recruitment Services Workbook titled "**17a temp employment.xlsx**". Provide two (2) CDs, USBs, or similar electronic media devices with the completed workbook in your response. Failure to complete and submit the 17A Temporary Employment and Recruitment Services Workbook shall render your proposal nonresponsive. **Place after Tab 3a.** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

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

11.12. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

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11.13. Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

11.14. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

11.15. 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. Additionally, Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

Any offeror scoring zero (0) in any required area may be considered nonresponsive.

12. FEDERAL and STATE REQUIREMENTS

12.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

12.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

12.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

12.4. Compliance with federal and state requirements: Contract vendor 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, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor 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, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor 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, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

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General Terms and Conditions (Place after Tab 1c)

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-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)

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 (www.hud.gov).

12.5. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor 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 contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

12.6. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor 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 contract vendor 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 contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

12.7. 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 contract vendor 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 or by requesting a copy from the member.

12.8. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

12.9. Non-compliance: All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. 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.

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12.10. 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.

12.11. Rights to inventions: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

12.12. Terrorism country divestments: In accordance with ARS §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, contract vendor warrants compliance with the Export Administration Act.

12.13. Compliance to USDA solicitation requirements:

- Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.
- Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.
- Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
- Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CRF parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Offeror shall comply with the provisions of the Consumer Product Safety Act.
- Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).

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- Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).
- If applicable, allowable costs will be paid from the nonprofit school food service account to the offeror net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

13. 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 (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; 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.

14. INDEMNIFICATION

14.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

14.2. Modification by member: Contract vendor 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 contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

14.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor 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 contract vendor of any claim for which it may be liable under this paragraph.

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15. LICENSES

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current 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 contract vendor whose license(s) expire, lapse, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

16. NEW SERVICES/HOURLY EMPLOYEES

New services, including temporary employees invoiced at hourly rates, must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New services/hourly employees that meet the scope of work may be added to the contract. Contract vendor may replace or add service/hourly employees to an existing contract if the service/hourly employee is replacing or supplementing services/hourly employees on contract, is equal or superior to the original services/hourly employees offered, is discounted in a similar or to a greater degree, and if the services/hourly employees meet the requirements of the solicitation. No services/hourly employees 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 service/hourly employee.

17. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

17.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

18. 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. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

19. ORDERING CYCLE

19.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor 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. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

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

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19.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status 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.

19.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion. Add specific reporting requirements as applicable to this solicitation.

19.5. 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 order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. 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.

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

20. PAYMENT

20.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

20.2. Contract vendor invoice: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of services. 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.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the service fee amount. Administration fees under an awarded contract will be based upon the service fees charged by the contract vendor to members, and not the temporary employee's gross salary. The Mohave administration fee shall not be calculated on ancillary charges (e.g. transportation charges, payroll deductions, mileage, lodging, meals and incidental expenses (M&IE)).

20.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

20.4. Correct invoicing: Contract services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, 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, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

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20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. 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 and before they are offered to members.

20.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcards: The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** 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 contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:
625 E. Beale St.
Kingman, AZ 86401

21. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

21.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

21.2. 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 that 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.

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

21.4. 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.

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21.5. 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. Electronic or faxed proposals shall not be considered.

22. 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.

23. PROSPECTIVE BIDDERS REGISTRATION

Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective 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 Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;

(Cont'd)

- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

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

25. 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 breach of the contract.

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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. **Letter shall be placed after Tab 1a.**

26. TAXES

26.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

26.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all quotes and invoices

26.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

26.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

26.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

27. TIME (DEFINITION OF)

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

General Terms and Conditions Acceptance Form
(Place after Tab 1c)

Signature on Page 2 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 nothing is 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 shall 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: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. 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.)