



21N-ESI3-0318 Table of Contents

Educational Services, Inc

Response to RFP 21N-1215

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Via Email
andy@esiaz.us

**REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 21N-1215**

TEMPORARY EMPLOYMENT AND RECRUITING SERVICES

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 21N-1215, Temporary Employment and Recruiting Services.

BEST AND FINAL OFFER DUE DATE: Thursday, February 10, 2022, at 3:00 p.m. (local time)

Electronic Submission: contracts@mesc.org

Best and Final Offers ***must be submitted electronically to*** Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 21N-1215, and **Offeror's Name clearly indicated in the email subject line.**

Best and Final Offers must be received by the due date and time, or shall be considered as a late response. Offerors are advised that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. ***Email your best and final offer, and any supporting attachments to: contracts@mesc.org.***

CONTACT PERSON: Michael S. Carter, CPPB, NIGP-CPP Contract Specialist I PHONE: (928) 718-3222

A handwritten signature in black ink that reads 'Anita S. McLemore'.

Anita S. McLemore, C.P.M.
Executive Director

DATE: February 3, 2022

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: William Shirk, President and CEO

Firm: Educational Services, Inc.

Address: 14614 N. Kierland Blvd., Ste N230

City: Scottsdale **State:** AZ **Zip:** 85254

Phone: (480) 750-9980

Signature: _____

Date: February 8, 2022

Title: President & CEO

**Request for Proposal 21N-1215 - Temporary Employment and Recruiting Services
Educational Services, Inc.**

REQUEST FOR BEST AND FINAL OFFERS

*NOTE: Mohave has completed its initial review of your response to RFP 21N-1215, and is requesting the following information to better understand your offer. Carefully review and answer the questions that follow. Provide only the information requested. **Do not provide another complete copy of your initial response.** Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your immediate previous offer will be construed as your best and final offer.*

NOTE: YOUR ANSWERS TO QUESTIONS 2 AND 3 MAY REQUIRE REVISIONS AND/OR CLARIFICATIONS TO YOUR PRICING WORKBOOK. PROVIDE A REVISED COPY OF YOUR PRICING WORKBOOK IN ELECTRONIC FORMAT (WHICH IS NOT PASSWORD PROTECTED) WITH YOUR RESPONSE TO THE BEST AND FINAL OFFER. ADDITIONAL DOCUMENTS, IN WHICH FILE SIZE(S) ARE TOO LARGE TO BE PROVIDED VIA EMAIL, MAY BE PROVIDED AND ACCESSED THROUGH A DOWNLOADABLE LINK INCLUDED IN YOUR BEST AND FINAL OFFER RESPONSE.

BEST AND FINAL OFFER SUBMITTAL

1. Your response to the Method of Approach, Tab 2a, requires the following additional information:
 - a. Question #1, response page #54, and Question #12, response page #12, stated Recruiting Services are offered. However, Specification 1.2.06 for recruiting services was indicated as a "No-bid". Additionally, your response complied with the Specifications Section 1.6: Recruiting Specifications, and pricing for recruiting services was provided in the electronic pricing workbook. It is unclear if indicating a "no-bid" on Specification 1.2.06 for recruiting services was an oversight, or an exception/deviation was to be taken for this specification. Provide clarification regarding your firm's "no-bid" to Specification 1.2.06 for recruiting services. Include any exception/deviation to this specification.

[ESI Response]

All responses for Recruiting Services should align with "No-bid". ESI does not provide Recruiting Services as its own program. This was a misunderstanding on our part as we recruit actively as part of providing Temporary Employee services (SubSource). ESI regrets any confusion this may have caused. The updated Pricing Workbook includes this change to N/A for Sample #2.

- b. Question #14, response page #58, included the following statement for the new service rate: "*In our currently expiring MESC contract (17A-ESI-0518), our pricing has our administration fee and payroll liabilities as separately billed items, all paid by the member. For this RFP (21N-1215), our fees of 17% (ASRS Retirees, excluding substitutes) and 25% (Substitutes, certified and classified) reflects the combination of our current administration fee and all estimated and known payroll liabilities for 2022-2023. **Total member cost is substantially unchanged year-over-year.***" To quantify this statement, and to provide a visual comparison of total costs between your current Mohave contract 17A-ESI-0518 and your offer in RFP 21N-1215, provide the following additional information:

Using an annual salary of \$55,000, provide a detailed breakout, and the final invoiced amount for the following types of employees, using the rates under your current Mohave contract 17A-ESI-0518 and the rates in your offer to RFP 21N-1215:

1. ASRS Retired Member Leased Employee
 2. Substitute (Certified and Classified)
 - a. SubSource
 - b. SubSource Enhanced
 3. Recruited Employee (non-ASRS Retired Members)

**Request for Proposal 21N-1215 - Temporary Employment and Recruiting Services
Educational Services, Inc.**

[ESI Response]

The following are examples as requested. ESI will no longer offer SubSource Enhanced as all enhanced substitute services will be included for all members in the basic SubSource program. As noted above, ESI submits a "No-bid" response for Recruiting Services, therefore no example has been provided.

The 2022-23 bundled pricing has been calculated across thousands of employees and all existing 2021-22 ESI clients. The revised pricing of 17% and 25% are simply ESI's existing 5% and 10% fee plus aggregated payroll liabilities from all 2021-22 leased employees. Tax caps and thresholds (ex: SUTA applying to the first \$7,000 only) creates some variability depending on the compensation makeup of the member's total pool of leased employees.

While the below example shows a slight decrease in pricing on a single substitute or retiree at \$55,000/year, members will not experience significant differences in year-over-year cost when applied to their entire pool of leased employees over a full year. Fees will be only slightly higher or lower depending on the change in leased employee compensation blend from one year to the next.

ASRS Retired Member Leased Employee (ESI's RetireRehire Program)

Currently Expiring MESC Contract (17A-ESI-0518)		Proposed 2022-23 Pricing (RFP 21N-1215)	
Bi-Weekly Pay (\$55,000/yr.)	\$2,115.39	Bi-Weekly Pay (\$55,000/yr.)	\$2,115.39
Payroll Liabilities: (FICA, FUTA, SUTA, Workers' Comp)	\$350.51	ESI Administration Fee (17%): (includes Payroll Liabilities)	\$359.62
ESI Administration Fee (5%):	\$105.77		
Total Due from Member:	\$2,571.67	Total Due from Member:	\$2,475.01

Substitute – Certified and Classified (ESI's SubSource Program)

Currently Expiring MESC Contract (17A-ESI-0518)		Proposed 2022-23 Pricing (RFP 21N-1215)	
Bi-Weekly Pay (\$55,000/yr.)	\$2,115.39	Bi-Weekly Pay (\$55,000/yr.)	\$2,115.39
Payroll Liabilities: (FICA, FUTA, SUTA, Workers' Comp)	\$350.51	ESI Administration Fee (25%): (includes Payroll Liabilities)	\$528.85
ESI Administration Fee (10%):	\$211.54		
Total Due from Member:	\$2,677.44	Total Due from Member:	\$2,644.24

**Request for Proposal 21N-1215 - Temporary Employment and Recruiting Services
Educational Services, Inc.**

2. Your response to the Sample Supplemental or End User Agreement, Tab 4b, response page #112, included a statement regarding pre-payment discounts to be offered; however, these discounts were not included in the electronic workbook. If pre-payment discounts are to be offered under an awarded contract, provide these in your revised electronic pricing workbook.

[ESI Response]

Pre-payment discounts are offered and the Pricing Workbook has been updated accordingly.

3. Mohave is considering a number of proposals for this contract. Pricing is very competitive.
 - Please review your prices to determine if any additional reduction to rates are available.
 - If yes, provide a new comprehensive price schedule.
 - If no, indicate "No Additional Discounts or Reduced Rates."

[ESI Response]

No additional discounts or reduced rates. Thank you!

If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer.

Confidential/Proprietary Submittal Form
(Place after Tab 1a)



CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2d shall be considered as confidential information.***
- ***Your entire offer and any publicly known or available information shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

No confidential/proprietary materials have been included with this offer.

Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer they deem confidential or proprietary as specified in the General Terms and Conditions 6. Confidential Information.

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure.

Educational Services, Inc.

Firm

Authorized Signature



Tab 1b: Signed Amendments

No amendments applicable





Tab 1c: General Terms and Conditions



General Terms and Conditions (Place after Tab 1c)

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information 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 contracted 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) 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.
- b) Upon cancellation, all 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.
- c) 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.
- d) Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- e) 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: In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation 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 party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

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 no or low-usage: 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.

3.6. Cancellation for non-performance or contract vendor deficiency: 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:

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

(Cont'd)

General Terms and Conditions (Place after Tab 1c)



- c) Providing work and/or material that was not awarded under the contract;
- d) Failing to adequately perform the services set forth in the scope of work and specifications;
- e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time;
- f) 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; or,
- g) Performing work or providing processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

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.

3.7. 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 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.

3.8. 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 (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

3.9. 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.

3.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. 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.

3.11. Contract vendor offerings: Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

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.

General Terms and Conditions
(Place after Tab 1c)

5. CERTIFICATION

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

- a) Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- b) The submission of the offer did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has or will occur. 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.
- c) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- d) 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.
- e) Offeror agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- f) Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).
- g) Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- h) 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.
- i) 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.
- j) 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.
- k) Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify employee eligibility verification program.
- l) Offeror shall comply with A.R.S. §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.
- m) If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPPA.

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.

General Terms and Conditions (Place after Tab 1c)

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 of contract(s), 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.

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 not assign any right or interest of 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 Code, the Arizona State Board of Education, School District Procurement Rules 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 A.R.S., 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. A.R.S., 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.

General Terms and Conditions

(Place after Tab 1c)

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.

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. The contract modification will become effective upon agreement by contract vendor and Mohave.

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 including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that is made out to the contract vendor and includes contract number, along with a copy of the contract vendor's quote.
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, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card 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/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

8.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the 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.

General Terms and Conditions (Place after Tab 1c)

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.

8.14. User guide: If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

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 and approval.

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 an Arizona public school districts, cities, counties, state agencies, community colleges, universities, political subdivisions, and qualifying non-profit educational and public health organizations that meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members 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 6) 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 services, 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.

General Terms and Conditions (Place after Tab 1c)

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 may 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.

11.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. 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 services 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 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 21N Temporary Employment and Recruiting Services workbook titled "**21n temporary employment.xlsx**". Failure to complete and submit the 21N Temporary Employment and Recruiting Services workbook shall render your proposal nonresponsive. The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files and/or pricelists (as applicable) uploaded to ProcureNow. In addition, a PDF copy of the Summary Sections 1-5 worksheets shall be submitted after Tab 3a with your proposal. If awarded a contract, all future 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

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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:

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

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, when notified by member.

12.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, 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.

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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, when notified by member, 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.

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

- a) HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- b) HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- c) HUD-5369-B, Instructions to Offerors Non-Construction
- d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- e) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- f) 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 and eligibility: Pursuant to A.R.S. §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 A.R.S. §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://www.e-verify.gov/employers/enrolling-in-e-verify>.]

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. 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.

12.6. 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.

12.7. 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, when notified by member.

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12.8. Negotiations: In the event only one proposal is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.323 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.*

Mohave shall not conduct other negotiations outside of this requirement.

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.

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. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.323.

12.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

12.13. 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.

12.14. Subcontracts: 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.

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

12.16. Compliance to federal solicitation requirements:

- a) 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.

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- b) 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.
- c) 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).
- d) 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 60-30.
- e) 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 CFR 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".
- f) Offeror shall comply with the provisions of the Consumer Product Safety Act.
- g) 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).
- h) 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 for prohibited expenditures or as required in 7 CFR §210.21(f)(2).
- i) 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.
- j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic products substantially processed in the United States. "Substantially" means the final product contains over 51% domestic commodities.
- k) 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.

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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.

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).

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16. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

16.1. 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.

16.2. 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.

17. 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

18. ORDERING CYCLE

18.1. 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.

18.2. 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.

18.3. 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.

18.4. Open order and status reports: Mohave will send contract vendor open order reports on a periodic basis and status reports upon request. Contract vendor agrees to reply to information requests in a timely fashion.

18.5. 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.

18.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.

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

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19. PAYMENT

19.1. 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.

19.2. Contract vendor invoice: All invoices shall list the applicable member name, 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 goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

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 subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g., performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

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

19.4. 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.

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

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

19.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §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.

19.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

19.9. 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.

19.10. 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/credit card 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.

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Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, 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/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due per the 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, if awarded a contract, in the 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.

Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payments shall be mailed to:
625 E. Beale St.
Kingman, AZ 86401

20. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

20.1. 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.

20.2. 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.

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

20.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, 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.

20.5. 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.

21. 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 and available on ProcureNow. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

22. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations 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.

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23. 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, A.R.S., Title 41, Chapter 23, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<https://azsos.gov/rules/arizona-administrative-code>). *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. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Request for Proposal. 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;
- 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 Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

24. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they 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.

25. 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.

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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
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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 may 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.)



Tab 1d: Special Terms and Conditions



Special Terms and Conditions (Place after Tab 1d)

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

1. CONSTRUCTION

Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

- *The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.*
- *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

2. FORM OF CONTRACT

2.1. 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.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

2.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, any issued amendments, best and final offer(s), the awarded proposal(s), contract modifications, and properly issued and reviewed purchase orders referencing the awarded contract number.

2.3. 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.

3. INSURANCE

3.1. Certificate: Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate (or certificates if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation
- Professional Liability insurance

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, or member requested additional coverage(s) shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, or providing additional coverage(s) shall be provided at no additional cost.**

Provide evidence of current insurance coverage after Tab 2c.

(Cont'd)

Special Terms and Conditions (Place after Tab 1d)

Failure to provide the coverages stated on the previous page, with any minimum stated aggregate amounts provided in the requirements below, may render your proposal as non-responsive.

- 3.2. Deductibles:** Contract vendor shall pay the deductibles required by the insurance provided under this contract.
- 3.3. 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.
- 3.4. Professional Liability insurance:** Policy shall include coverage for claims and losses, which are either not included, or excluded in the General Liability insurance. Policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of an awarded contract. Policy shall provide limits of an aggregate amount of not less than \$2,000,000, in addition to general liability insurance.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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 comply with Arizona state statute and evidenced by a certificate of insurance.

4. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to 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.

5. OFFEROR QUALIFICATIONS

It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the provision, processes, and services rendered for temporary employment and/or recruitment. 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.

6. PRICING

- 6.1. Administration fee:** Mohave's 1% administration fee shall be included in offeror's contract price (e.g., service rate). Contract vendor shall not add the administration fee to approved contract prices.

Special Terms and Conditions (Place after Tab 1d)

6.2. 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.

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

1. Variable service rate (a percent applied to the hourly rate or annual salary of the temporary employment or recruitment service);
2. Fixed service rate; or
3. Hourly/daily/annual wage for the temporary employee, which includes fees for service; or,
3. A combination of the above.

6.4. 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.

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

6.6. New price lists: New price lists and/or workbooks may be submitted for review throughout the term of the contract, which may include additional offered services or temporary employees. Mohave will review new price lists and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New price lists and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists and/or workbooks found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new price lists shall meet requirements as stated in **Basis for pricing**.

6.7. 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) 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.

6.8. 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.

Special Terms and Conditions
(Place after Tab 1d)

6.9. 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.

- a) 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.

7. SAMPLES

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

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

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

8. SITE REQUIREMENTS

8.1. 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 A.R.S. §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee.

(Cont'd)

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.

8.2. 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.

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

9. SUBCONTRACTORS (third-party services)

9.1. 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.

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

Special Terms and Conditions (Place after Tab 1d)

- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

10. TERM OF CONTRACT AND EXTENSION

- 10.1. 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 (contract modification) exists unless and until contract vendor is so notified by Mohave.
- 10.2. Contract extension (contract modification):** Conditions for contract extension (contract modification) 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 (contract modification). 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 (contract modification).
- 10.3. Month-to-month extensions (contract modification):** Mohave reserves the right to offer month-to-month extensions (contract modification), 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 may 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.)



Tab 1e: Scope of Work



**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 recruiting services as specified within this Request for Proposal. These services are requested for Mohave’s statewide membership of approximately 470 public agencies. However, other members may be added during the term of an awarded contract(s). 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 (contract modification).

The scope of work and specifications define the quality and characteristics of the desired services and processes. They are based upon specifications for known services, processes, and requirements. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate processes, which 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.

One contract vendor holds Mohave’s current contract for the specified services. Activity under the contract from 5/18/17 including year to date activity (as of the publication date of this RFP) is \$13,875,639. *The activity amount is a total of the Service Fees charged by the contract vendor, and not the total of annual salaries of temporary or leased employees.* 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/or 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 at the sole discretion of Mohave.

<u>EVENT</u>	<u>ESTIMATED DATE</u>
Request for Proposal Issued	Tuesday, November 9, 2021
Pre-proposal Conference Held	Wednesday, November 17, 2021, at 10:00 a.m. (local AZ time) Pre-proposal conference will be held using telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Wednesday, December 8, 2021 at 5:00 p.m. (local AZ time) Questions may also be submitted through the ProcureNow “Questions and Answers” tab.
Published RFP Due Date and Time	Wednesday, December 15, 2021, at 3:00 p.m. (local AZ time)
Public Opening of Proposal	Wednesday, December 15, 2021, at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	Tuesday, March 15, 2022 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>)	Thursday, May 19, 2022

Scope of Work
(Place after Tab 1e)

3. SUBMISSION OF PROPOSALS

- 3.1.** Proposals should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the requirements, 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 variable service rate (a percent of the hourly rate or annual salary of the temporary employment or recruitment service), fixed service rate, hourly/daily/annual wage for the temporary employee, which includes fees for service, or a combination 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) is/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:** Excel pricing workbook (non-secured or locked) uploaded to ProcureNow. Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, and travel description.
- 2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** *Offer and Acceptance Form, Confidential/Proprietary Submittal 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, Anti-Lobbying Certificate Form*, and *U.S. Department of Agriculture Form AD-1048*;
- 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 documents, overall evaluation orderliness, readability of offer and evidence that the firm has the ability to follow instructions, additional information.

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code (**A.A.C.**) <https://azsos.gov/rules/arizona-administrative-code>

Arizona Executive Orders: <https://azgovernor.gov/executive-orders>

Arizona Revised Statutes (**A.R.S.**): <https://www.azleg.gov/arstitle/>

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II (**SAAM**):
<https://gao.az.gov/travel/welcome-gao-travel>

Code of Federal Regulations (**CFR**): www.ecfr.gov

(Cont'd)

**Scope of Work
(Place after Tab 1e)**

Education Department General Administrative Regulations (**EDGAR**):
<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

E-Verify: <https://www.e-verify.gov/employers/enrolling-in-e-verify>

Davis-Bacon: <https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>

Public Law: <http://www.congress.gov/public-laws/116th-congress>

Uniform Commercial Code as adopted by the State of Arizona (**UCC**):
<https://www.azleg.gov/arsDetail/?title=47>

United States Department of Housing and Urban Development (**HUD**): www.hud.gov

Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

Affordable Care Act information (**ACA**): <https://www.hhs.gov/answers/affordable-care-act/what-is-the-affordable-care-act/index.html>

Arizona State Retirement System information (**ASRS**): <https://www.azasrs.gov/content/rules>

Social Security and Medicare Withholding Rates information (**FICA**): <https://www.irs.gov/taxtopics/tc751>

Specifications
(Place after Tab 1e)

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a 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 may consider partial proposals for award of a contract.

Compliance with specifications: Offerors shall offer processes or services they believe meet the specifications. The fact that an offeror chooses not to provide process or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Exceptions/Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation*" 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	Exception/ Deviation*
1.1 General Specifications		
1.1.01 Contract vendor shall not individually target employees of other awarded contract vendors that are fulfilling obligations under this RFP. Such practice may result in cancellation of the contract.	X	
1.1.02 Contract vendor shall remain fully informed of, and in compliance with, all current applicable statues, regulations, and ordinances pertaining to the provision of services under an awarded contract.	X	
1.1.03 Contract vendor shall not require upfront deposits and/or retainers prior to providing services and/or employment of leased or temporary employees.	X	
1.1.04 Contract vendor employees shall comply with all instructions pertaining to conduct, building and safety regulations issued by the member.	X	
1.1.05 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.	X	
1.1.06 The contract vendor shall handle 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.	X	
1.1.07 Contract vendor shall not require the member to pay for time off for leased employee; however, the member may offer plans, benefits and paid time off to the contract vendor's employee as an option.	X	

**Specifications
(Place after Tab 1e)**

1.1.08	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 ACA laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.	X	
1.1.09	Contract vendor shall identify in the employment agreement to member, prior to providing services, any additional costs or member required payments (e.g., ASRS Alternate Contribution Rate) to comply with current applicable ASRS laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.	X	
1.1.10	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.	X	
1.1.11	Contract vendor employees shall be covered by contract vendor's workers' compensation insurance.	X	
1.1.12	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.	X	
1.1.13	Initial response to a member request for placement shall be within 24 hours (M-F).	X	
1.1.14	Contract vendor may be asked to provide multiple candidates to interview for any given position (or occupation) prior to placement.	X	
1.1.15	Contract vendor shall not charge the member a 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.	X	
1.1.16	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 • Therapists • Office Manager • School Principal • Programmer/Analyst • Purchasing/Warehouse Worker • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • Substitute Teachers • Bus Drivers 	X	
1.1.17	Contract vendor shall supply employees who have been fully and properly trained in the services called for in the assignment.	X	

**Specifications
(Place after Tab 1e)**

1.1.18	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.	X	
1.1.19	With the exception of recruiting services, all assigned personnel shall be employees of contract vendor at the time of any work assignment.	X	
1.1.20	Contract vendor shall only be paid for the actual services requested by member.	X	
1.1.21	Contract vendor shall only charge the member for the requested level of skill.	X	
1.1.22	The written agreement between contract vendor and member shall specify if work is to be performed onsite, offsite, or both.	X	
1.1.23	Any 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 the member.	X	
1.1.24	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.	X	
1.1.25	Contract vendor shall allow member to 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 will be instructed to notify contract vendor promptly if employee is to be removed/terminated and/or a replacement employee is requested.		DEVIATE
1.1.26	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.	X	
1.1.27	Repeated failures to provide qualified personnel within the agreed response times, or other unsatisfactory service deficiencies, may be cause to terminate the contract.	X	
1.1.28	Contract vendor personnel shall not report to 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.	X	
1.1.29	Contract vendor shall offer a replacement of an impaired or unsatisfactory contract vendor employee and replacement employee shall be made within 24 hours (M-F) of removal.	X	

Specifications
(Place after Tab 1e)

1.2 Service Rates and Invoicing Specifications		
1.2.01	Regular temporary position service 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 years' experience and/or applicable education/certification/degree (additional experience may be used in lieu of education).	X
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.	DEVIATE
1.2.03	Temporary and/or temp-to-hire employee service rates shall be listed in the employment agreement and accepted by the member prior to services being provided.	X
1.2.04	Additional services, additional teachers' pay compensations, and/or stipends shall be itemized or identified in the employee service rates and/or salary. These shall be considered as income for the employee.	X
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.	X
1.2.06	Fees for recruiting services may be based upon a percentage of contracted rate. 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.	NO BID
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.	X
1.2.08	Contract vendor shall obtain approved, by the member, overtime in advance, in writing. Member shall not be liable for payment of overtime worked, if not approved in advance.	X
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).	X
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.	X
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: <ul style="list-style-type: none"> • Administrative Secretary • Clerk Typist • Custodian • Accounting Technician • Kitchen Helper • Warehouse Worker 	NO BID

**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.		NO BID
1.3.03	Contract vendor's pricing workbook shall include an hourly bill rate ranges for all listed hourly positions.		NO BID
1.3.04	Upon request, contract vendor shall provide resumes for prospective placements to the member.		NO BID
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.		NO BID
1.4	Specialty and/or Certified Temporary Employee Specifications		
1.4.01	Specialty and/or 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 	X	
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.	X	
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.	X	
1.4.04	Member may reject all candidates without penalty.	X	
1.4.05	Short and long term substitute teachers are requested.	X	
1.4.06	Contract vendor shall not assign a specialty temporary employee to another temporary position without prior approval from the member.	X	
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	X	
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.		NO BID
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.		NO BID
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.		NO BID

**Specifications
(Place after Tab 1e)**

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: <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 	X	
1.5.05	The leased employee shall receive supervision and direction from member supervisors; the contract vendor shall handle any general employment responsibilities.	X	
1.5.06	The member shall retain essential management control over the work performed by leased employees.		DEVIATE
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.	X	
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.	X	
1.6 Recruiting Specifications			
1.6.01	Recruiting services are requested. Recruiting may include a variety of positions.	X	
1.6.02	Recruiting services shall include, but not be limited to: advertising, screening and interviewing on behalf of the member.	X	
1.6.03	Contract vendor shall comply with member's recruitment policies when recruiting on behalf of the member.	X	
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.	X	
1.6.05	Contract vendor shall provide member with an opportunity to review and approve advertising materials prior to starting the recruitment.		DEVIATE
1.6.06	Contract vendor shall use member candidate lists upon request.	X	
1.6.07	Contract vendor shall obtain and use member's criteria for candidate screening.	X	
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.	X	
1.6.09	Contract vendor shall allow the member to review the screened candidates list and select candidates for interview.	X	
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.	X	
1.6.11	Contract vendor shall instruct the member to provide the results of the interviews. However, member shall be under no obligation to select any of the interviewed candidates.	X	



Specifications
(Place after Tab 1e)

1.6.12 After interviews, contract vendor shall meet with the member to develop 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.		X	
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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 may 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.)

1.1.25

We have provided a deviated response to this question in order to clarify ESI's position as "Employer of Record" of contract vendor's employees. As stated in Section 18 of our Employee Staffing Agreement, we acknowledge our employment requirement to have direct control over the daily activities in order to establish ESI as the "Employer of Record".

1.2.02

To the extent possible, we will provide invoices that include the location of services (member department or site) so long as the information is provided to ESI by the Member.

1.5.06

While we acknowledge that the Member will have management control over the work performed by leased employees, we have provided a deviated response to this question in order to clarify ESI's position as "Employer of Record" of contract vendor's employees. As stated in Section 18 of our Employee Staffing Agreement, we acknowledge our employment requirement to have direct control over the daily activities in order to establish ESI as the "Employer of Record".

1.6.05

ESI shall provide Member with an opportunity to review and approve advertising materials prior to starting the recruitment if the recruitment program is specific to the Member and its name, brands, and/or logos are used in the marketing efforts. ESI will not provide advertising materials for the member to review if the marketing effort is related to ESI's general marketing and/or public relations efforts.



Tab 1f: Anti-Lobbying Certificate Form



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



ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and 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/her knowledge and belief that:

- (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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers 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 31 U.S. Code § 1352. 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.

Educational Services, Inc.

(Firm Name)

(Signature)

William "Andy" Shirk

(Print Name)

President & CEO

(Print Title)

December 15, 2021

(Date Certified)



Tab 1g:
U.S. Department of Agriculture Form
AD-1048



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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 19) 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.

Educational Services, Inc.

Organization Name

PR/Award Number or Project Name

William "Andy" Shirk, President & CEO

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



December 15, 2021

Signature(s)

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720 -2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

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 page 1 (RFP page 18) 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 bid 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," "bid," 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 bid 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.



Tab 2: Primary Vendor Information

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services





Tab 2a: Method of Approach





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 <u>N/A</u>	P/T <u>N/A</u>	On-Call <u>N/A</u>
Specialty/Certified Temporary Employees	F/T <u>X</u>	P/T <u>X</u>	On-Call <u>X</u>
Regular/Non-certified Temp-to-Hire	F/T <u>N/A</u>	P/T <u>N/A</u>	
Specialty/Certified Temp-to-Hire	F/T <u>N/A</u>	P/T <u>N/A</u>	
Regular/Non-certified Leased Employees	F/T <u>X</u>	P/T <u>X</u>	
Specialty/Certified Leased Employees	F/T <u>X</u>	P/T <u>X</u>	
Recruiting Services	<u>X</u>		

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. Contract vendor training of staff assigned to specifically administer, sell services, or monitor duties and processes under an awarded Mohave contract;
- e. Specific value-added services that may benefit members;
- f. Indicate how you will ensure your sales staff does not sell or offer services that are not on contract; and
- g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

3. Do you anticipate using subcontractors (third-party services) for any portion of a project and/or for remote projects under an awarded contract?

Yes _____ No X

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

If "Yes," describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

Note: See Best and Final Offer For Further Details

Primary Vendor Information

Method of Approach

(Place after Tab 2a)

4. Indicate if your proposal is regional or statewide: Regional _____ Statewide X

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

Regardless if your firm is providing statewide or regional/county services, complete the chart below to include the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Indicate which area(s) of the state that you will provide services under an awarded contract.
- c. 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	1.80%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Cochise	1.90%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Coconino	1.18%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Gila	0.41%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Graham	1.36%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Greenlee	0.13%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
La Paz	0.13%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Maricopa	63.76%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Mohave	1.32%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Navajo	1.50%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.

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

Pima	14.48%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Pinal	3.71%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Santa Cruz	0.79%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Yavapai	2.39%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Yuma	5.15%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.

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

Scottsdale, Arizona in Maricopa County – Monday through Friday; 8:00 AM – 5:00 PM AZ Time

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



6. 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.)
Not Applicable

7. What is your average response time to fill a temporary/leased employee request, (e.g., clerical position)?
ESI's average response time to fill a position is variable and depends on the position type and/or location.

8. Do you track and measure the quality of performance of your employees? Yes No

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

10. For temp-to-hire, do you have a minimum number of days for the individual to remain in your employment? Yes No If yes, indicate number of days:
Not Applicable

11. Do you offer early buyout? Yes No If yes, provide details on the process:
Not Applicable

12. Does your firm have national recruiting capabilities? Yes No If offered, provide your recruitment process:
We use a wide variety of recruiting tools, to include all major social media and web recruiting online services which have a national reach.

13. Provide a sample quotation and invoice (corresponding to the sample quotation) that includes a detailed break-out of all costs, (e.g., applicable ASRS fees, applicable taxes [each cost individually listed]), to be charged to the member for the leased employee. Provide samples, as applicable to your offer, for an annual salaried leased employee, and annual hourly leased employee, and a temporary hourly employee. Sample quotations shall include the applicable service rate to be charged, and how, and from where, the amount the service rate is calculated.
Samples follow

Primary Vendor Information

Method of Approach

(Place after Tab 2a)

14. Provide the methodology (check boxes below), and a full and complete description as to how your pricing will be managed under an awarded contract.

Choose one of the three options below:

- Our pricing methodology is a variable service rate (a percent applied to the hourly rate or annual salary of the temporary employment or recruitment service).
- Our pricing methodology is a fixed service rate.
- Our pricing methodology is the hourly/daily/annual wage for the temporary employee, which includes fees for service.
- A combination of the above (check applicable methodologies).

Provide a description as to how your pricing will be managed under an awarded contract. Include information regarding how the minimum wage laws may affect your contract pricing. Additionally, include information regarding any annual adjustments to temporary employees with stated hourly/daily/annual wages. If you are using fixed pricing (fixed service rate), 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.)

ESI Response:

Pricing is a flat percentage of total wages paid per employee. ESI is responsible for paying all payroll liabilities (ex: FICA, FUTA, SUTA, Workers' Compensation). Members will not be billed for this. Historically, since 1999, ESI has billed clients for payroll liabilities in addition to our administration fee, however this is unique to Arizona. Nationally, the standard is to bundle payroll liabilities with the administration fee. We are now simplifying our structure for members and aligning with the national standard, ultimately ensuring our pricing is uniform across all purchasing cooperatives.

In our currently expiring MESC contract (17A-ESI-0518), our pricing has our administration fee and payroll liabilities as separately billed items, all paid by the member. For this RFP (21N-1215), our fees of 17% (ASRS Retirees, excluding substitutes) and 25% (Substitutes, certified and classified) reflects the combination of our current administration fee and all estimated and known payroll liabilities for 2022-2023. **Total member cost is substantially unchanged year-over-year.**

Any customary increases mid-contract year in payroll liabilities will be at ESI's risk, to avoid mid-year contract adjustments for members or leased employees. If a full-year net impact of changes to payroll liabilities creates significant financial impact to the cost of the services, ESI will carefully follow MESC procedures to request a price adjustment for the following year.

In the unlikely event of a historically significant change or addition to payroll liabilities at the national or state level due to new legislation or the like, ESI may request special relief from MESC in the form of a mid-year change. ESI will work closely with members and MESC to align with whatever new law is enacted.

With regards to minimum wage increases, all members are required to pay wages in compliance with all wage laws. ESI monitors this closely and informs members of upcoming changes. For example, last month we worked with members to inform them the day Arizona released the new minimum wage so they could work with their Boards to adjust substitute daily rates and classified hourly rates to be in compliance for 2022.

Note: See Best and Final Offer For Further Details



a. Account Team Structure

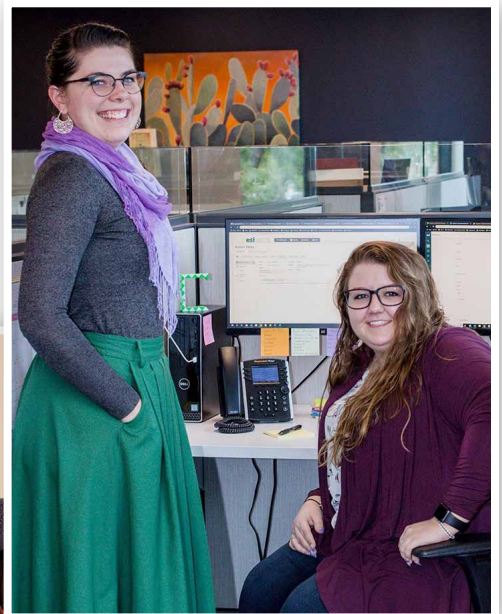
ESI is comprised of a group of approximately 30 dedicated corporate employees focused on supporting our leased and temporary employees, clients, as well as ancillary organizations critical to our clients like Mohave. The following is a diagram of our structure and organization chart. Highlighted ESI employees are those with direct Mohave responsibility.



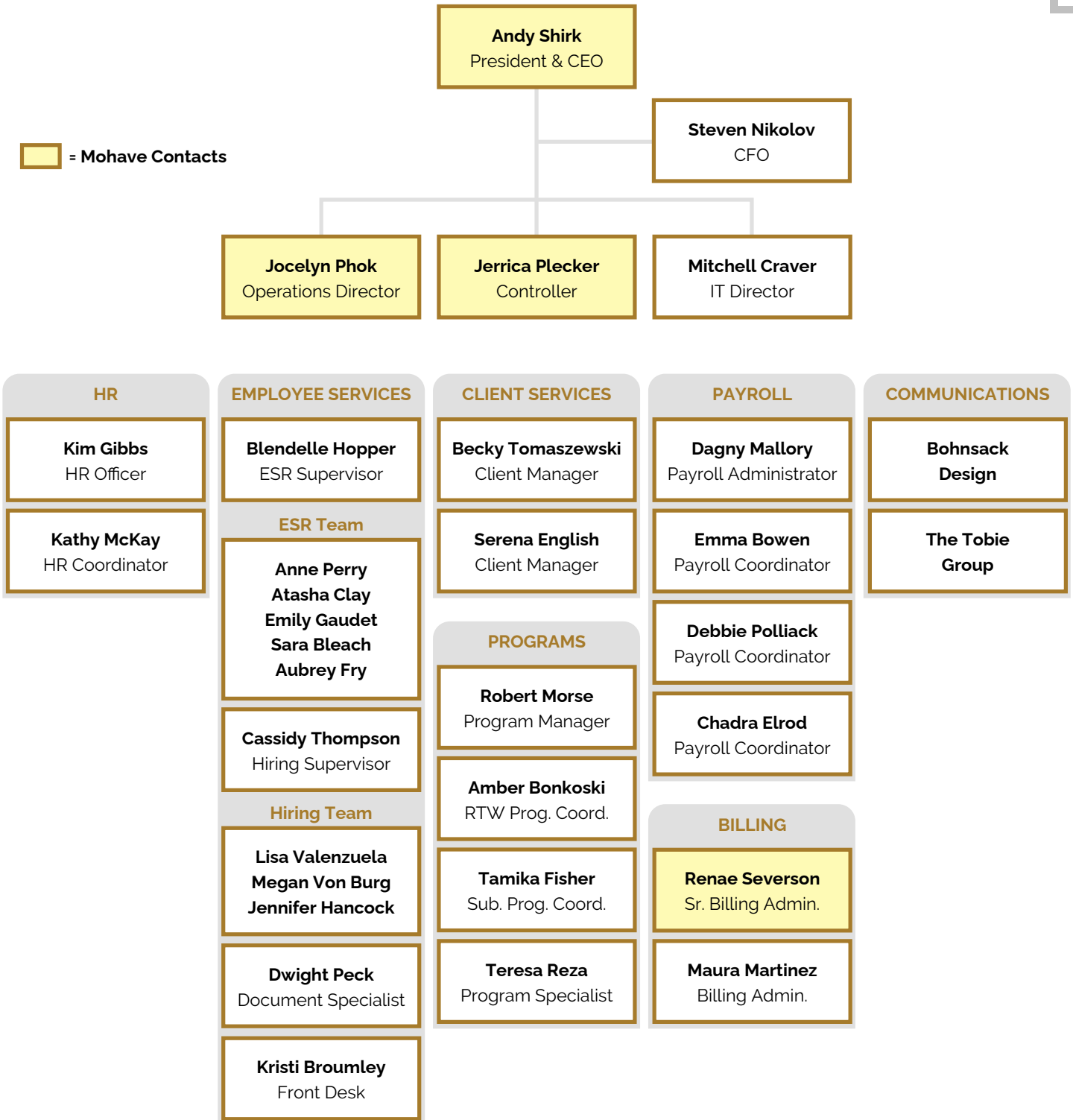
Mitchell Craver, *IT Director*
Jocelyn Phok, *Operations Director*



Kim Gibbs, *HR Officer*



Emma Bowen, *Payroll Coord.*
Cassidy Thompson, *Hiring Sup.*



b. Communication Process with Mohave and Members

Because we are one of Mohave’s incumbent contract vendors with decades of experience in the industry, ESI is uniquely experienced in compliance and cooperation with Mohave and its Members. Connectedness is a cornerstone of ESI’s service. Mohave and its Members have full access to every level of our organization. Each of us proactively communicate and enthusiastically welcome questions. Our general contact information is always readily available on our website: educationalservicesinc.com

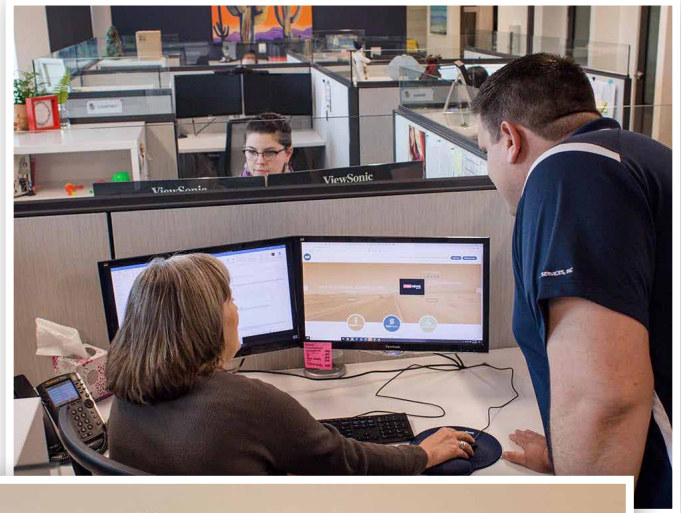


c. Standard Delivery Time

Our standard delivery time is variable based on the service required, however the common factor is our sense of urgency. Whether providing critical employees during a time of need, engaging with our leased and temporary employees, or handling questions from Mohave, responsiveness is at the core of our service delivery ethos.

d. Contract Vendor Training of Staff Assigned to Administer Mohave Contract

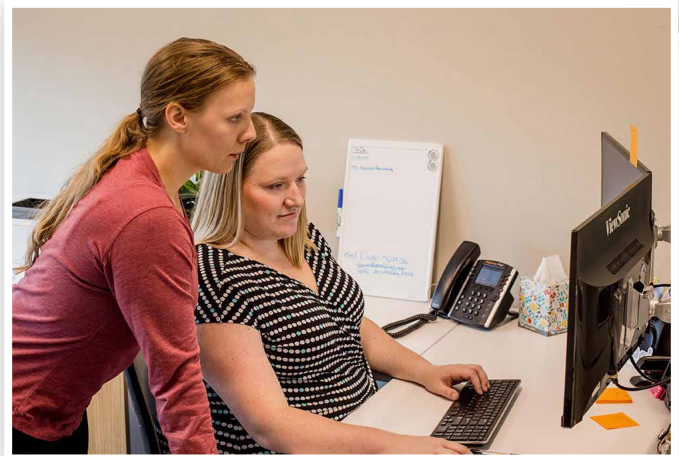
As ESI has grown with Arizona over the last twenty years, so has our corporate support team. Since our acquisition of SmartSchoolsPlus in 2020, we have now reached a scale where we can have redundancy in key positions, especially those in areas requiring expertise in contract compliance. While we are delighted to have excellent employee retention, whenever there is turnover, we have improved our onboarding processes to ensure a seamless handoff of hard-earned wisdom in reporting and administration.



e. Specific Value-Added Services for Members

Focused exclusively on Arizona, ESI is the originator of return-to-work leased employee services and the largest provider of substitute services. We have served nearly 200 school districts and public agencies, successfully ushered over 10,000 retirees through the return-to-work program since 1999 and actively employ over 6,000 substitutes each year.

The combination of local knowledge, broad reach, and long experience allows us to leverage valuable insights for Members. Substitutes and retiring education professionals deserve the utmost of respect and superlative care to honor their special contributions to our students.



Jerrica Plecker, Controller & Chadra Elrod, Payroll Coord.

Whether it's cutting-edge recruiting programs, innovative employee activation programs, or caring, personal service for leased employees, ESI is uniquely big enough to provide dependable service while still being a responsive, family business. This balance provides unmatched value enabling ESI to create tangible, positive impact in the form of stronger schools and public agencies for our fellow Arizona community members.

f. Not Selling Services not on Contract

Because we have worked hard to earn the trust of Members and Mohave, ESI takes compliance with rules seriously. This includes not selling services not on contract. We will continue to stay in strict compliance and look forward to building another 20 years as a trusted contract vendor.

g. Limitations to the Types of Members

There are no limits to the types of Members to whom we will provide services. We also understand the unique challenges of rural and urban Members, tailoring our services to meet these different needs. Our flexibility is a point of pride for ESI.



Sample Documents





Educational Services, Inc.

Remit to:14614 N. Kierland Blvd., Suite N230
Attn: Billing Department
Scottsdale, AZ 85254

Invoice **029650**

Date **07/29/2022**

Phone 480-719-3236
Fax 480-535-9118
Email billing@esiaz.us
Web <https://educationalservicesinc.com>
Pay Period Ending 07/20/2022
Control Number 000104-202138

Demo ESD
12345 Center St.
Phoenix, AZ 12345

Gross Wages	10,501.89
ESI Fee	1,785.33
TOTAL RTW - Return to Work	12,287.22

**Sample ASRS Retiree
“ESI RetireRehire”
Invoice**



Invoice #	Client	Employee Name	Employee ID	W/C Code	Position	Pay Code	PO #	ESI Fee	Billable Gross Wages	ESI Admin Fee Amt	Total
29650	Demo ESD	DOE JOHN	A12345	8868	Math Teacher	REG	12345678	17.00%	\$3,202.41	\$544.41	\$3,746.82
29650	Demo ESD	DOE JANE	B23456	8868	Administrative Assistant	REG	12345678	17.00%	\$1,438.40	\$244.53	\$1,682.93
29650	Demo ESD	SMITH JOHN	C34567	8868	Science Teacher	REG	12345678	17.00%	\$2,966.09	\$504.24	\$3,470.33
29650	Demo ESD	SMITH JANE	D45678	8868	English Teacher	REG	12345678	17.00%	\$2,894.99	\$492.15	\$3,387.14
Total									\$10,501.89	\$1,785.33	\$12,287.22

Sample ASRS Retiree "ESI RetireRehire" Invoice Backup Detail

SSN	Employer Number	First Name	Last Name	Gross Pay Amount	Employer Alternate Contribution Amount	Reporting Unit Number	RTW Employee Type	Pay Period Ending	Retiree Return to Work Date	Retiree Termination Date
111-11-1111	Demo ESD	John	Doe	3202.41	326.97		L	7/29/22	07/22/2021	
222-22-2222	Demo ESD	Jane	Doe	1438.40	146.86		L	7/29/22	07/01/2019	
333-33-3333	Demo ESD	John	Smith	2966.09	302.84		L	7/29/22	07/01/2019	
444-44-4444	Demo ESD	Jane	Smith	2894.99	295.58		L	7/29/22	08/01/2018	

Sample ASRS Retiree "RetireRehire" ACR Report

(provided as a service to Members to assist ASRS ACR Payments)





Educational Services, Inc.

Remit to:14614 N. Kierland Blvd., Suite N230
Attn: Billing Department
Scottsdale, AZ 85254

Invoice

029650

Date

7/29/2022

Phone

480-719-3236

Fax

480-535-9118

Email

billing@esiaz.us

Web

<https://educationalservicesinc.>

Pay Period Ending

7/20/2022

Control Number

000104-202138

Demo ESD

12345 Center St.
Phoenix, AZ 12345

Gross Wages	4,820.00
ESI Fee	1,205.00
TOTAL SUB - Substitutes	6,025.00

**Sample Substitute
“ESI SubSource”
Invoice**



Invoice #	Client	Employee Name	Employee ID	W/C Code	Position Type	Position	PO #	ESI Fee Rate	Reg Rate	Reg Hours/Days	Billable Gross Wages	ESI Admin Fee Amt	Total
29650	Demo ESD	DOE/JOHN	A12345	8868	CERTIFIED	Teacher 3	12345678	25.00%	\$200.00	10	\$2,000.00	\$500.00	\$2,500.00
29650	Demo ESD	DOE/JANE	B12345	8868	CERTIFIED	7 Social Studies	12345678	25.00%	\$180.00	2	\$360.00	\$90.00	\$450.00
29650	Demo ESD	DOE/JANE	B12345	8868	CERTIFIED	7/8 Language Arts	12345678	25.00%	\$180.00	1	\$180.00	\$45.00	\$225.00
29650	Demo ESD	DOE/JANE	B12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	\$180.00	2	\$360.00	\$90.00	\$450.00
29650	Demo ESD	DOE/JANE	B12345	8868	CERTIFIED	Teacher 4	12345678	25.00%	\$180.00	3	\$540.00	\$135.00	\$675.00
29650	Demo ESD	DOE/JANE	B12345	8868	CERTIFIED	Teacher 7 (Science)	12345678	25.00%	\$180.00	1	\$180.00	\$45.00	\$225.00
29650	Demo ESD	SMITH/JOHN	C12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	\$100.00	1	\$100.00	\$25.00	\$125.00
29650	Demo ESD	SMITH/JANE	D12345	8868	CERTIFIED	Teacher Art	12345678	25.00%	\$120.00	0.5	\$60.00	\$15.00	\$75.00
29650	Demo ESD	SAMPLE/JOHN	E12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	\$100.00	1	\$100.00	\$25.00	\$125.00
29650	Demo ESD	SAMPLE/JOHN	E12345	8868	CERTIFIED	Teacher 7/8 SOCIAL STUDIES	12345678	25.00%	\$120.00	1	\$120.00	\$30.00	\$150.00
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	8 Science	12345678	25.00%	\$100.00	1	\$100.00	\$25.00	\$125.00
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	\$100.00	0.5	\$50.00	\$12.50	\$62.50
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	Teacher 2	12345678	25.00%	\$100.00	0.5	\$50.00	\$12.50	\$62.50
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	Teacher 3	12345678	25.00%	\$100.00	1	\$100.00	\$25.00	\$125.00
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	Teacher 4	12345678	25.00%	\$100.00	2.5	\$250.00	\$62.50	\$312.50
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	Teacher 6 (Math)	12345678	25.00%	\$120.00	1	\$120.00	\$30.00	\$150.00
29650	Demo ESD	SAMPLE/JANE	F12345	8868	CERTIFIED	Teacher 5	12345678	25.00%	\$100.00	1.5	\$150.00	\$37.50	\$187.50

Total											\$4,820.00	\$1,205.00	\$6,025.00
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Sample Substitute "ESI SubSource" Invoice Backup Detail



Tab 2b: Qualification and Experience





**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) A short narrative description of what you are offering for this contract.
 - b) 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.
 - c) 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.
 - d) 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.
2. **Place after Tab 2b:** Provide a current, completed copy of your firm’s IRS W-9.
3. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving services your firm has provided within the last five (5) years.
4. **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.

5. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully 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/J6CQK9H>

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.

Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

- | | |
|---|--|
| <u>Chandler Unified School District</u> | <u>Sahuarita Unified School District</u> |
| <u>Dysart Unified School District</u> | <u>Lake Havasu Unified School District</u> |
| <u>Phoenix Elementary School District</u> | <u>Yuma Union High School District</u> |

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

6. **Place after Tab 2b:** List three (3) 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	Year of the Project	Contact Name	Phone Number
1	Pendergast Elementary School District	2021	Laura Stockmar	(623) 772-2231
Description of project #1, and what dispositions or solutions were used to benefit the customer.				
Pendergast Elementary School District needed to update the internal substitute identifier field in their Frontline absence management system as it contained sensitive information that no longer needed to be housed in that system and could potentially lead to a cyber security risk if not resolved. ESI provided an audit of how many records were affected, exported the information out of the system, and replaced it by updating the records with non-sensitive, unique identification numbers for every ESI employee. This removal of sensitive information on the internal records resulted in a seamless update with no disruption to service.				
2	Chandler Unified School District	2021	Kathleen Jett	(480) 812-7623
Description of project #2, and what dispositions or solutions were used to benefit the customer.				
Chandler Unified School District personnel contacted ESI to inform us that an ESI employee was not listed on the Alternate Contribution Rate (ACR) report that ESI provided to the district. Our payroll team discovered that the employee was not listed on the ACR report because the employee was not paid during that pay period. Upon further research, the employee had not submitted a timesheet for the pay period. The payroll team contacted the employee regarding the missing timesheet, and the employee was instructed to submit their timesheet for the missed pay period with the next payroll. ESI notified the district of the findings and informed the district that this employee would be included in the next ACR report. ESI securely provides ACR reporting for our clients in the exact format that must be uploaded to the ASRS site. If discrepancies are discovered, ESI works closely with the client to determine the cause and swiftly works to resolve any issues within our control.				
3	Catalina Foothills Unified School District	2020	Austin Nost	(520) 209-7534
Description of project #3, and what dispositions or solutions were used to benefit the customer.				
An ESI substitute that was placed in the Catalina Foothills Unified School District had been coached on face mask expectations while working in the district during the pandemic. The individual refused to comply with the district's masking policy. On the final request to adhere to the policy and wear a face mask while in the classroom, the individual raised his voice in front of students and staff, engaging in an angry exchange. ESI partnered with the district to provide coaching, and ultimately, our HR Officer contacted the substitute to inform him that he was being terminated due to his insubordination with regards to the district's mask policy, after being given several opportunities to comply. This individual was terminated from ESI, removed from the ESI substitute roster, and inactivated in the Frontline absence management system so that no further substitute jobs could be taken.				



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

7. **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.



a. What ESI is Offering for this Contract

We offer two distinct services – RetireRehire and SubSource. Both programs are critical for Members given their serious staffing shortages.

Our RetireRehire program facilitates the transition of retiring ASRS members, allowing them to collect their full pension while continuing in their current position as a leased employee for a percentage of their current salary. This helps the retiring member maximize their earning at a critical point in their career and it helps the employer retain a valuable, experienced employee while creating cost savings.

ESI's SubSource program provides substitute certified and classified staff for schools. The focus of this program is to effectively recruit new substitutes and activate existing substitutes. We partner closely with the Member districts to apply our expertise in ways to maximize fill rates. We seek to elevate the substitute profession, providing extensive professional development opportunities and personal service to these important education professionals. We treat our entire team like family. ESI substitutes feel doubly supported by the Member school district and ESI.

ESI specializes in providing temporary and long-term contracted employees where ESI serves as the employer of record. We service all related billing and payroll functions through our systems and in-house staff. This ensures dependable pay for employees and transparent accounting for Members. A unique benefit of our integrated billing and payroll software is exceptional accuracy - every dollar billed ties out to every dollar paid.

b. Brief History of ESI

ESI was founded in Cottonwood in 1999 by three educators. In the 22 years since, ESI has grown to include substitute staffing. With robust systems, processes, benefits, and most importantly, a friendly staff, ESI is Arizona's premier education and public agency staffing company.

We have a diverse corporate team, but we all share a love of education. In fact, most of ESI's staff have a background in education. A common thread tying us together is our belief that work should have a higher purpose. For us, it is being of service as embodied in our mission:

With integrity and heart, we support and serve those who educate and serve our community.

ESI continues as a family business, dedicated to serving our Arizona neighbors with kindness. We strongly support LocalFirst Arizona and Conscious Capitalism, helping "business be a force for good".

One example of this was our Gratitude in Action program this November. Our employees each selected a non-profit close to their heart to receive a donation from ESI. We impacted over two dozen different organizations - single mothers in crisis get support, abandoned pets find homes, and children are provided with diverse educational experiences. This was one way for us to express our gratitude for the wonderful people we are honored to serve every day, who give us vital purpose to our work.

c. Verification of Recently Purchased Business

In 2020, ESI closed the acquisition of SmartSchoolsPlus. We have included the Mohave transfer records to verify this purchase.

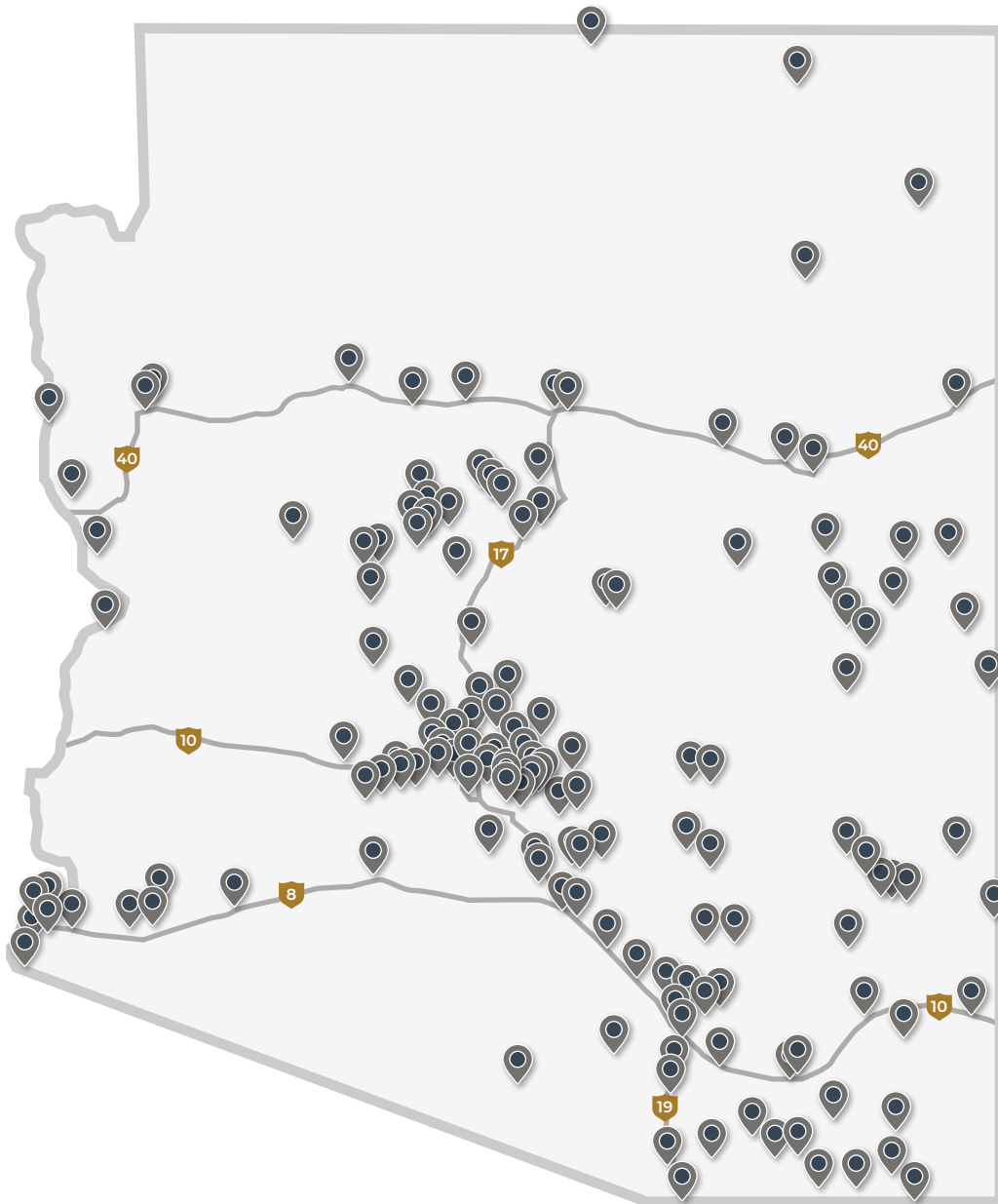
d. Authorization to Submit Proposal and Confirmation of Ability to Provide Service

ESI is authorized to submit this proposal. We have a long history of outstanding service and look forward to continuing this service to both Mohave and its Members.



Who We Work With

Educational Services currently works with nearly 150 public school districts and government agencies throughout Arizona. While we effectively consult for all our clients spread across all 15 counties of Arizona, our corporate office is conveniently located in Scottsdale, Arizona.





Who We Work With: 2021-2022

- Agua Fria UHSD
- Alhambra ESD
- Amphitheater SD
- Antelope UHSD
- Apache Junction USD
- Arizona Western College
- Ash Fork Joint USD
- Avondale ESD
- AZ Supreme Court
- Baboquivari USD
- Bagdad USD
- Blue Ridge USD
- Bonita ESD
- Buckeye ESD
- Buckeye UHSD
- Bullhead City ESD
- Camp Verde USD
- Canon ESD
- Cartwright ESD
- Casa Grande ESD
- Casa Grande UHSD
- Catalina Foothills USD
- Cave Creek USD
- Chandler CARE Center
- Chandler Education Foundation
- Chandler USD
- Chinle USD
- Chino Valley USD
- City of Douglas
- City of Eloy
- City of Flagstaff
- City of Sierra Vista
- City of Tolleson
- Clarkdale-Jerome SD
- Cochise Technology District
- Coconino Community College
- Concho ESD
- Continental ESD
- Coolidge USD
- Cottonwood-Oak Creek SD
- Crane ESD
- Creighton SD
- Deer Valley Education Foundation
- Deer Valley USD
- Destiny Charter Schools
- Dysart USD
- Eastern Arizona College
- Educational Services, Inc.
- Eloy ESD
- Flagstaff USD
- Florence USD
- Fort Huachuca ASD
- Fountain Hills USD
- Fowler ESD
- Gadsden ESD
- Gila Bend USD
- Gilbert USD
- Glendale ESD
- Glendale UHSD
- Grand Canyon USD
- Heber-Overgaard USD
- Higley USD
- Holbrook USD
- Humboldt USD
- Hyder SD
- Isaac ESD
- J.O. Combs USD
- Joseph City USD
- Kingman USD
- Lake Havasu USD
- Litchfield ESD
- Littleton ESD
- Madison ESD
- Marana USD
- Maricopa County Regional School District
- Maricopa USD
- Mayer USD
- Mesa Public Schools
- Mingus UHSD
- Mohave County
- Mohave Valley ESD
- Mohawk Valley ESD
- Morenci USD
- Mountain Institute JTED
- Northland Preparatory Academy
- Osborn SD
- Palo Verde ESD
- Palominas ESD
- Paradise Valley USD
- Parker USD
- Payson USD
- Pendergast ESD
- Peoria USD
- Phoenix ESD
- Phoenix UHSD
- Pima USD
- Pinal County Schools
- Prescott USD
- Queen Creek USD
- Ray USD
- Round Valley USD
- Saddle Mountain USD
- Safford USD
- Sahuarita USD
- San Carlos USD
- San Simon USD
- Sanders USD
- Santa Cruz Valley UHSD No. 840
- Santa Cruz Valley USD No. 35
- Scottsdale USD
- Sedona Charter School
- Sedona-Oak Creek USD
- Seligman USD
- Show Low USD
- Sierra Vista USD
- Skull Valley ESD
- Snowflake USD
- Somerton ESD
- St. Johns USD
- Stanfield ESD
- Sunnyside USD
- Tanque Verde USD
- Tempe ESD
- Tempe UHSD
- Thatcher USD
- Tolleson ESD
- Toltec ESD
- Town of Sahuarita
- Tucson USD
- Vail SD
- Valley Schools Management Group
- Vernon ESD
- Washington ESD
- Whiteriver USD
- Willcox USD
- Wilson ESD
- Winslow USD
- Yavapai Accommodation SD
- Yavapai Juvenile Detention School
- Yuma ESD
- Yuma UHSD



Mohave Contract Transfer Request

To Mohave Educational Services Cooperative, Inc.:

Contract #: **17A-SWP-0518**

The undersigned hereby agrees to furnish material and services in compliance with all terms, conditions, specifications, amendments and pricing as per the contract listed above. Signature certifies understanding and compliance with all requirements of the contract and that no other terms and conditions of the contract are changed.

New Company Name _____ Educational Services, Inc. _____

Address ___ 14614 N. Kierland Blvd. Suite N230 ___ City ___ Scottsdale ___ State ___ AZ ___ ZIP ___ 85254 ___

Authorized Signature P. Tavaszi Title President _____

Printed Name Philip Tavaszi Phone (480) 900-6129 _____

Toll Free Number (844) 614-7784 FAX (480) 535-9118 _____

Acceptance of Contract Transfer - (Mohave Only)

Contract is hereby transferred:

As Contract Vendor, you are now bound to sell materials and/or services awarded in the original contract including all terms, conditions, specifications, amendments, prices, etc. *

Transferred this 17th day of March 2020. And/or for the term of _____ through asw

Do not commence any billable work or provide any material or service under this contract, unless and until, Contract Vendor receives a purchase order from the member with Mohave's review noted.

Amata S. M. G. ...
Administrator
Mohave Educational Services Cooperative, Inc.

Affidavit Signature Page for Contract Transfer

New Company Name Educational Services, Incorporated

Company Purchased smartschoolsplus DBA smartworksplus Mohave

Contract Number 17A-SWP-0518

After contract is transferred, the new Contract Vendor will provide the equipment, commodities, and/or services to Members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, pricing and other documents of the contract listed above.

I, Philip Tavasci the undersigned President

(Signer's Name)

(Office Held)

of the above named company being duly sworn and under oath, say and affirm this 12th day of March, 2020, that I hold the aforementioned Office in the company listed above and I affirm the following:

AFFIDAVIT I

This is to certify that the new Contract Vendor or any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

I FURTHER DECLARE AND AFFIRM that neither I, nor to the best of my knowledge, information and belief, the above company, nor any officer, director, partner, member or associate of that company, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any political 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, 2085.

AFFIDAVIT III

This is to certify that the new Contract Vendor or a person on his behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of the above numbered contract.

P. Tavasci

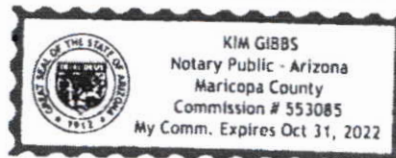
(Signature)

Subscribed and sworn to before me, a Notary Public of the State of Arizona, County or

City of Phoenix, this year and date first above written.

Kim Gibbs

NOTARY PUBLIC





Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EDUCATIONAL SERVICES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶

C Corporation

S Corporation

Partnership

Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14614 N KIERLAND BLVD, STE 230

6 City, state, and ZIP code
SCOTTSDALE, AZ 85254

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

8	6	-	0	9	5	0	5	1	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person ▶ *P. Glasci* Date ▶ **2/13/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Past Litigation

ESI has no past or pending litigation for the prior five (5) years.





Small or Minority Owned Business

ESI does not qualify as a small or minority owned business.



#1

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Thursday, December 02, 2021 2:45:30 PM
Last Modified: Thursday, December 02, 2021 2:51:57 PM
Time Spent: 00:06:26
IP Address: 68.225.132.236

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Dr. John Croteau
Agency or Company	Dysart Unified School District
Position	Assistant Superintendent
Email Address	john.croteau@dysart.org
Phone Number	6238767005

Q2

The vendor that you are providing vendor performance information for:

Company	Educational Services, Inc.
Address	14614 N. Kierland Blvd Ste N230
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85254

Q3

The ability to deliver provide services per your expectations:

(no label)	10 - Very Satisfied
------------	----------------------------

Q4

The overall quality of services provided by the firm:

(no label)	10 - Very Satisfied
------------	----------------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

ESI is an excellent company that is very responsive to our needs as a school district.

#2

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Thursday, December 02, 2021 3:28:13 PM
Last Modified: Thursday, December 02, 2021 3:31:04 PM
Time Spent: 00:02:51
IP Address: 47.216.46.133

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Lindsay Bitterman
Agency or Company	LHUSD#1
Position	Director of HR
Email Address	lindsay.bitterman@lhusd.org
Phone Number	928 505 6900

Q2

The vendor that you are providing vendor performance information for:

Company	Educational Services, Inc
Address	14614 N. Kierland Blvd. Suite N230
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85254

Q3

The ability to deliver provide services per your expectations:

(no label)	9
------------	----------

Q4

The overall quality of services provided by the firm:

(no label)	8
------------	----------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

9

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

ESI has been an excellent option for our district in contracting substitutes for our certified and classified openings. We also use their Retire Rehire program with great success. I greatly appreciate that they manage this smaller pool of our temporary staffing needs.

#3

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Monday, December 06, 2021 11:54:09 AM
Last Modified: Monday, December 06, 2021 11:56:45 AM
Time Spent: 00:02:36
IP Address: 184.177.12.154

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Abby Druck
Agency or Company	Chandler Unified School District
Position	Director of Human Resources
Email Address	druck.abby@cusd80.com
Phone Number	4808127634

Q2

The vendor that you are providing vendor performance information for:

Company	Educational Services, Inc.
Address	14614 N. Kierland Blvd. Suite N230
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85254

Q3

The ability to deliver provide services per your expectations:

(no label)	10 - Very Satisfied
------------	----------------------------

Q4

The overall quality of services provided by the firm:

(no label)	10 - Very Satisfied
------------	----------------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

The service that ESI provides is excellent - they are responsive, proactive, collaborative, and professional. They have been a great partner for providing substitute services.

#4

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Monday, December 06, 2021 3:20:39 PM
Last Modified: Monday, December 06, 2021 3:22:27 PM
Time Spent: 00:01:48
IP Address: 66.210.6.2

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Scott Downs
Agency or Company	Sahuarita USD
Position	Asst. Superintendent
Email Address	sdowns@sahuarita.net
Phone Number	520-625-3502 ext 1008

Q2

The vendor that you are providing vendor performance information for:

Company	Educational Services Inc (ESI)
Address	14614 N Kierland Blvd n230
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85254

Q3

The ability to deliver provide services per your expectations:

(no label)	10 - Very Satisfied
------------	----------------------------

Q4

The overall quality of services provided by the firm:

(no label)	10 - Very Satisfied
------------	----------------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Respondent skipped this question

Do you have any other comments, questions, or concerns?

#5

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Monday, December 06, 2021 4:40:22 PM
Last Modified: Monday, December 06, 2021 4:43:40 PM
Time Spent: 00:03:18
IP Address: 23.130.48.5

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Brenda Sattley
Agency or Company	Yuma Union High School District #70
Position	Interim HR Director
Email Address	bsattley@yumaunion.org
Phone Number	9285024700

Q2

The vendor that you are providing vendor performance information for:

Company	Educational Service Inc.
Address	14614 N. Kierland Blvd. Suite N230
City/Town	Scottsdale
State/Province	AZ
ZIP/Postal Code	85254

Q3

The ability to deliver provide services per your expectations:

(no label)	9
------------	----------

Q4

The overall quality of services provided by the firm:

(no label)	9
------------	----------

Q5

The ability of the firm to interact with your staff members:

(no label) **9**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **9**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **9**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **9**

Q9

Yes

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Respondent skipped this question

Do you have any other comments, questions, or concerns?

#9

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Thursday, December 09, 2021 7:05:06 PM
Last Modified: Thursday, December 09, 2021 7:06:40 PM
Time Spent: 00:01:34
IP Address: 70.167.108.150

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	Victor Diaz
Agency or Company	Phoenix Elementary School District #1
Position	Director of Human Resources
Email Address	victor.diaz@phxschools.org
Phone Number	6022063387

Q2

The vendor that you are providing vendor performance information for:

Company	Education Services, Inc.
---------	---------------------------------

Q3

The ability to deliver provide services per your expectations:

(no label)	10 - Very Satisfied
------------	----------------------------

Q4

The overall quality of services provided by the firm:

(no label)	10 - Very Satisfied
------------	----------------------------

Q5

The ability of the firm to interact with your staff members:

(no label)	10 - Very Satisfied
------------	----------------------------

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

No

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Contracted employment services for substitute teachers as well as people who participate in a phased retirement.

Q11

Respondent skipped this question

Do you have any other comments, questions, or concerns?



Tab 2c: Certificate of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 1050 W Washington Street, Suite 233 Tempe AZ 85281	CONTACT NAME: Darcy Swaney	
	PHONE (A/C, No, Ext): 602-385-0513	FAX (A/C, No): 602-956-2258
E-MAIL ADDRESS: dswaney@lovitt-touche.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.		18058
INSURER B: CopperPoint General Insurance Company		13043
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1555816622 **REVISION NUMBER:**

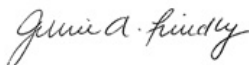
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2296746	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2296746	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB775954	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1002227	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage: Professional Liability - Claims Made Coverage Form
 Carrier: Philadelphia Insurance Company
 Effective: 7/1/21 - 7/1/22
 Each Claim: \$1,000,000
 Aggregate: \$2,000,000
 Deductible Per Incident: \$5,000
 Retro Date: 8/10/1999
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Mohave Educational Services Cooperative, Inc. 625 E. Beale St. Kingman AZ 86401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Lovitt & Touché A Marsh and McLennan Agency, LLC		NAMED INSURED Educational Services, Inc. 14614 N. Kierland Blvd., Suite N230 Scottsdale AZ 85254	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Prior & Pending Date: 8/10/2014

Coverage: Sexual Abuse & Molestation Liability - Occurrence Coverage Form
 Carrier: Philadelphia Insurance Company
 Effective: 7/1/21 - 7/1/22
 Each Abusive Act: \$1,000,000
 Aggregate: \$1,000,000

Certificate holder is Additional Insured with respects to General Liability, as required by written contract.

Re: Contract#: 17A-ESI-0518



Tab 2d: Financial Information

Note: **Confidential
Financial
Information**





Tab 3: Pricing Information

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services





Tab 4: Supporting Contract Documents

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services





Tab 4a: Firm Information





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

1. Contact information for firm's headquarters:

Physical Address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

Mail Address, if different _____

Main Phone Number (480) 719-3271 or (844) 614-7784

Website www.educationalservicesinc.com

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

Physical Address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

Mail Address, if different _____

Main Phone Number (480) 719-3271 or (844) 614-7784

Website, if different _____

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

3. Contact information for purchase orders:

Physical Address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

Email Address purchaseorders@esiaz.us

Attention of Billing Department

4. Payment remittance address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

Attn: Billing Department

City Scottsdale State AZ Zip 85254

Telephone (invoice questions) (480) 719-3271 ext. 116


5. Provide Arizona Transaction Privilege (sales) Tax License Number: _____

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

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: Renae Severson
(Shall be the main point of contact for members and be responsible for member information requests.)

Title Sr. Billing Administrator Email address renae@esiaz.us

Phone number (480) 719-3236 Fax (480) 535-9118

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

Title Director of Operations Email address jocelyn@esiaz.us

Phone number (480) 719-3271 Fax (480) 535-9118

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

Title Controller Email address jerrica@esiaz.us

Phone number (480) 719-3533 Fax (480) 535-9118

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

Title Sr. Billing Administrator Email address renae@esiaz.us

Phone number (480) 719-3236 Fax (480) 535-9118

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

Title Controller Email address jerrica@esiaz.us

Phone number (480) 719-3533 Fax (480) 535-9118

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

Title Sr. Billing Administrator Email address renae@esiaz.us

Phone number (480) 719-3236 Fax (480) 535-9118

Escalation contact: Andy Shirk
*(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 President & CEO Email address andy@esiaz.us

Phone number (480) 719-8276 Fax (480) 535-9118



Tab 4b: End-User Agreement





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)? (See **3.1 Contract vendor documents** in the Special Terms and Conditions)

Yes No

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

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

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

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



Employee Staffing Agreement

This Agreement for Employee Staffing Services (“Agreement”) is entered into in the State of Arizona effective July 1, 2022 (“Effective Date”), by and between [ENTER CLIENT NAME HERE] (“Client”), and Educational Services, Inc., an Arizona corporation (“ESI”).

RECITALS

- A. ESI is a corporation in the business of providing employee staffing services.
- B. Client is an entity within the State of Arizona and desires to obtain certain staffing services (“Services”) from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.
- C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees (“Workers” pursuant to Section 2 below).
- D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.
- E. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.
- F. Client is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. **RELATIONSHIP OF THE PARTIES**

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client’s business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing contained in this Agreement will be construed to create a joint



venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.

2. **WORKER**

In this Agreement, the term “Worker” or “Workers” means an individual(s) (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI’s required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. **TERM OF AGREEMENT**

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this Agreement may be renewed annually upon mutual agreement of both parties. This Agreement does not automatically renew at the end of each year.

4. **NON-APPROPRIATION CLAUSE**

Client may cancel this contract if funding is not available due to budget constraints.

5. **TERMINATION**

A. Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days advance written notice.

B. Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker upon written notice to ESI upon the occurrence of any of the following:

- (1) A material breach by ESI, or a Worker of any of ESI’s or Worker’s obligations under this Agreement, or under the Worker Contract.



- (2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker Contract, violates the policies of the Client applicable to Client's own employees, commits an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.
- (3) Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "Permanent Disability" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days.
- (4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.

- C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 27.

6. **SCOPE OF SERVICES**

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

- A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.
- B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").
- C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure



that all Workers possess all certifications and licenses necessary to perform their assignments.

- D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.
- E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.
- F. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.
- G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.
- H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.
- I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act (FWHFA). These costs for SubSource Workers will not be invoiced to the Client and will be ESI's responsibility.

For RetireRehire Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under the FWHFA. The annual allotment of a RetireRehire Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the RetireRehire Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of the FWHFA.



Hourly employees will not be allowed to accrue “comp time,” and will be paid their proper overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a workweek, as required by applicable law. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

- J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.
- K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

7. **APPROVAL OF SUPPLIED WORKERS**

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.

8. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

ESI will pay for all associated employer’s payroll liabilities for the Workers. Payroll liabilities include FICA (OASDI/Medicare), federal and state unemployment taxes, and workers’ compensation insurance.

9. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive in the Contract Administrative Fee if Client pre-pays for Services as defined per **Exhibit A**.

10. **PAYMENT TERMS**

ESI will bill Client with invoices as “net 30.” An 8% per annum late payment charge will be assessed for any payment that is not received within 30 days of invoice.



11. **WORKERS' COMPENSATION**

- A. ESI will be considered the “employer” of all Workers for the purposes of providing workers’ compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers’ compensation and employer’s liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer’s Liability insurance with limits of liability of not less than \$1,000,000 each accident, and \$1,000,000 bodily injury or disease. The workers’ compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers’ compensation insurer.
- B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI’s workers’ compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a “Worker” under Section 2 of this Agreement.
- C. Client understands, agrees, and acknowledges that the workers’ compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI’s workers’ compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers’ compensation insurance or maintain a program of approved self-insurance covering Client’s own employees.

12. **CLIENT’S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client’s insurance coverage. Coverage will be made available by the Client’s insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client’s insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission



of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

13. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability (“CGL”) insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars (\$2,000,000).

14. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

The parties believe that all Workers are the common law employees of ESI and that ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their “dependents” (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI’s “minimum essential coverage” (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an “eligible employer-sponsored plan” (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage will provide “minimum value” (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder).

In addition, ESI will determine full-time employee status for all Workers using the “look-back measurement method” (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the Internal Revenue Service.

Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 20 days before a corresponding response is due to the Internal Revenue Service or other governmental agency.

15. **ADMINISTRATION**

A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers’ compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any



of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

- B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.
- C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.
- D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the e-verify program.
- E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 15(D) with respect to any Worker.
- F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarizes Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.
- G. If Client requires Worker to operate Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.

16. **PROTECTED LEAVES OF ABSENCE**

- A. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.
- B. The Family and Medical Leave Act ("FMLA") protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee



has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.

17. **SAFE WORK ENVIRONMENT**

- A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.
- B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.
- D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

18. **SUPERVISION**

- A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will provide daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.
- B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and



procedures and permit ESI to implement its policies and procedures relating to the Workers.

- C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

19. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 14 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with Section 14 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to its common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency as described by Section 14 of this Agreement.

The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall



employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

The parties agree that this Section 19 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

20. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

21. **LIMITATION OF LIABILITY**

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.

22. **ATTORNEYS' FEES**

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

23. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be



construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

24. **BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.

25. **CONSTRUCTION; INTERPRETATION; MODIFICATION**

This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to “writing” include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”. The term “person” shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

26. **WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

27. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, Inc.
14614 N. Kierland Blvd, Suite 230
Scottsdale, AZ 85254



ATTN: ESA Administrator
Email: hr@esiaz.us

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

28. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

29. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

30. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

31. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County, Arizona.

32. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statute or executive order.

33. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.



34. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract with respect to the subject matter of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2022.

“Client”

EDUCATIONAL SERVICES, INC.,
an Arizona corporation

By: _____

By: _____

Its: _____

Its: _____

CLIENT ADDRESS FOR NOTICE:

Street Address: _____

City, State, Zip Code: _____



EXHIBIT A Fee Schedule

ESI Cooperative Contracts

All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

[To be Updated if Awarded – Provided as example for Mohave RFP]

Mohave Educational Services Cooperative Contract No. 21N-1215 [If Awarded]
and



RetireRehire

ASRS Retired Member Leased Employees: excludes Substitutes

- 17.00% of gross salary

SubSource

Certified and Classified Substitutes

- 25.00% of gross salary

Pre-Payment Incentive

Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.25 percentage point reduction of the base administration fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 17.0% would be reduced to 16.75%.

**Note: See Best and
Final Offer For
Further Details**



EXHIBIT B
Client RetireRehire Terms

[Terms Are Examples for Template Use Only – Members have sole discretion to set program terms]

Certified Employees

Contractual Salary (% of Exiting Salary)	78%
Supplemental Pay (% of Pay Rate)	78%
Performance Pay	No
Insurance Support	No
Leave	Yes
Holiday Pay	No
Program Application Period	March Only
Time Limit with ESI	One Year Only

Other Special Provisions: Leave matches district employee policy of 15 days/year

Classified Employees

Same as Certified Employees

Contractual Salary (% of Exiting Salary)
Supplemental Pay (% of Pay Rate)
Performance Pay
Insurance Support
Leave
Holiday Pay
Program Application Period
Time Limit with ESI

Other Special Provisions: None

Administrators

Same as Certified Employees

Contractual Salary (% of Exiting Salary)	78%
Supplemental Pay (% of Pay Rate)	78%
Performance Pay	No
Insurance Support	Yes
Leave	Yes
Holiday Pay	No
Program Application Period	March Only
Time Limit with ESI	One Year Only

Other Special Provisions: Administrators receive X, Y, Z. plus 100% of medical premiums for individual or family



Tab 5: Additional Information

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services

