

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PACIFIC OFFICE AUTOMATION, INC**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation (“City”), and Pacific Office Automation, Inc., an Oregon Corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On January 30, 2026 (Effective Date), the Mohave Educational Services Cooperative, a member of the (Mohave Cooperative , entered into a contract with Contractor to purchase the goods and services described in Digital Copiers, Multifunctional Devices, Related Office Equipment, Managed Print Services, Maintenance, and Related Supplies (25K-POA-0130), (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was January 7, 2026, until the date the contract terminates on January 30, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond January 30, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until January 30, 2027.
 - B. The City may extend the term of this Agreement for annually if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale

extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) annually or three hundred seventy-five dollars (\$375,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/oMike Siewerth
6835 N. 57th Drive, Suite 100
Glendale, AZ 85301
623-930-2897
asiewerth@glendaleaz.com

and

Pacific Office Automation
Attn: Lisa Cain
4501 E McDowell Rd
Phoenix, AZ 85008
480-305-5500

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By:

Patrick S. Banger
City Manager

“Contractor”

Pacific Office Automation, Inc.,
an Oregon Corporation

By:



Name: Lisa Cain
Title: Government Account Executive

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PACIFIC OFFICE AUTOMATIN, INC. (25K-POA-0130)**

**EXHIBIT A
[HTTPS://MESC.ORG/ABOUT-VENDOR/?CONTRACT_ID=25K-POA-0130](https://mesc.org/about-vendor/?contract_id=25k-poa-0130)**



Award Documents

25K-POA-0130 Pacific Office Automation

25K-POA-0130 Award Letter	2
25K-POA-0130 Offer and Acceptance Form	5
25K-1002 Signed Award Recommendation	6
25K-1002 Evaluator Agreements	9
25K-POA-0130 Federal and State Excluded Parties Documents	11

Click section title to be taken directly to that section.

4/5/18 EH



NOTIFICATION OF AWARD LETTER

January 7, 2026

Sent this day via email to lisa.cain@pacificoffice.com

Lisa Cain, Government Account Executive
Pacific Office Automation, Inc.
4501 E. McDowell Road
Phoenix, AZ 85008

Congratulations, Pacific Office Automation, Inc.'s response has been awarded a contract under RFP 25K-1002. Attached is a copy of the Mohave signed *Offer and Acceptance Form*. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Pacific Office Automation, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive an "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 25K-1002 was made available for public inspection on January 6, 2026.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, contact information, or other information about your contract. Email back any changes as soon as possible to mike@mesc.org.

Your contract number is 25K-POA-0130 and will take effect on January 30, 2026.

If you have any questions regarding your new contract, please call me at 928-718-3204. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read 'Michael Nentwig', with a long horizontal flourish extending to the right.

Michael Nentwig, CPPB
Contract Specialist

NOTES ON AWARD FOR: Pacific Office Automation, Inc.

Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute and cannot be changed by Mohave. Members can go to (<https://mesc.org/plist/>) to assist in meeting this due diligence responsibility.

- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #25K-POA-0130.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing 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.
- *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.* Send requests for pricing updates to Michael R. Nentwig, CPPB – mike@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Pacific Office Automation, Inc.
 2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Pacific Office Automation, Inc.
 3. Pacific Office Automation, Inc. provides product/services.
 4. Pacific Office Automation, Inc. invoices member.
 5. Member pays Pacific Office Automation, Inc.
 6. Pacific Office Automation, Inc. sends Usage and Reconciliation Report to Mohave.
 7. Pacific Office Automation, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

NOTES ON AWARD FOR: Pacific Office Automation, Inc.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 15th of each month. **Mohave's Contract Compliance Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report, based on reports provided under contract 20J-POA-0129, and information on submitting administration fee payments. They will also provide information and assist you in understanding what is required when submitting your reconciliation report.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
 - Line item purchase orders that remain open under 20J-POA-0129 should be reported on 20J-POA-0129 reconciliation reports until completion of the project.
 - Blanket purchase order invoices with a ship date prior to, or on January 29, 2026, should be reported on the 20J-POA-0129 reconciliation report.
 - New purchase orders issued under the 25K-POA-0130 contract should be reported under 25K-POA-0130 reconciliation reports.
 - Blanket purchase order invoices with a ship date after January 29, 2026, should be reported on the 25K-POA-0130 reconciliation reports.
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to January 30, 2026. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before January 30, 2026. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until January 30, 2026, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to January 30, 2026, **is a violation of the contract.** Please ensure that your staff is aware of the effective date January 30, 2026, in order to avoid contract confusion.
- Mohave will be offering a contract overview introduction for your newly awarded contract. This meeting is called "Contract Kick-off" and takes approximately 30-45 minutes. The meeting will be teleconferenced. All staff that provides support for the Mohave contract should be included in this meeting. **Please provide some preferred dates and times for the teleconference meeting to Michael R. Nentwig, CPPB – mike@mesc.org no later than January 24, 2026.**
- Your current Mohave website log in information does not meet our requirements as noted below. We are requesting new log in credentials, username and password, as follows:

NOTE: Username may not be an email address, or a personnel name. **NOTE:** Passwords may contain numbers, letters both upper and lower case, and these symbols: (e.g., % # ^ !(@ * \$) & , . -) NO SPACES ARE ALLOWED. Passwords must have a minimum of 12 characters and must include at least one upper case, number, and symbol. **Nonconforming usernames or passwords will be revised to meet listed criteria. Email this information to mike@mesc.org no later than January 24, 2026.**
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to mike@mesc.org no later than January 24, 2026.**
- The attached document titled, "Contract Modification – Site Requirements" is a modification to Special Term and Condition 13.3. Onsite Contract Vendor Responsibilities. The modification includes additional language regarding emergency announcements, and the response on-site contract employees and subcontractors shall take. **Review and email signed modification to mike@mesc.org no later than January 24, 2026.**

**Offer and Acceptance Form
(Place after Tab 1a)**

**RFP 25K-1002
Copiers, Multifunctional Devices, Related Office Equipment, Managed Print
Services, Maintenance, and Related Supplies**

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements specified within the solicitation and any amendment(s) issued prior to the solicitation opening. Offeror further agrees to furnish materials and/or services in compliance with all specified requirements, issued amendment(s), and any accepted exceptions/deviations noted by offeror in the solicitation.

Federal Employer Identification Number 93-0665413

Company Name Pacific Office Automation, Inc.

Address 4501 E McDowell Road City Phoenix State AZ Zip 85008

Telephone Number 480-305-5500

The *Offer and Acceptance Form* shall be submitted with a signature of the person authorized to sign the offer. The person signing the offer shall initial erasures, interlineations, or other modifications in proposal. **Failure to sign the *Offer and Acceptance Form*, or to make other notations as indicated, shall result in rejection of proposal.**



Authorized Signature Lisa Cain
Signature of Person Authorized to Sign Proposal

Printed Name Lisa Cain Title Gov. Account Executive

Primary Email lisa.cain@pacificoffice.com Alternate email adam.pritchett@pacificoffice.com

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address.

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

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, and any accepted written exceptions/deviations. Your firm has been awarded all products and services, unless noted in your Notification of Award Letter.

This contract shall be referred to as Contract Number 25K-POA-0130

Awarded this 6 day of January 2025/2026.

This contract shall be effective the 30 day of January 2026.

Lari Staples
Lari Staples, CPPO, Executive Director
Mohave Educational Services Cooperative, Inc.



Date: January 6, 2026

To: Lari Staples, CPPO, Executive Director

Through: Jessica Leasure, Contracts Manager

From: Michael R. Nentwig, CPPB, Contract Specialist

Subject: Award Recommendation for RFP 25K-1002, Copiers, Multifunctional Devices, Related Office Equipment, Managed Print Services, Maintenance, and Related Supplies

On October 2, 2025, Mohave received seven (7) responses to RFP 25K-1002. After the initial evaluation, all responses were determined to be acceptable for further consideration. Mohave conducted discussions with seven (7) offerors. Seven (7) best and final offers were requested and seven (7) offerors responded. All received responses were determined to be acceptable for further consideration.

The offers were evaluated using the criteria set forth in the solicitation. The following is a summary of the final scores utilizing the Heisman method of ranking:

Offeror	Michael Nentwig	Michelle McLemore	Avg Rank	Final Score
Xerographics of Flagstaff, Inc., dba Smart Document Solutions	1	1	1.00	
All Copy Products, Inc.	2	2	2.00	
Fruth Group, Inc.	3	3	3.00	
Imagine Technology Group, LLC	4	5	4.50	159.67
Pacific Office Automation, Inc.	5	4	4.50	155.96
Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc.	6	6	6.00	
Ricoh USA, Inc.	7	7	7.00	

Details for the recommended awards are as follows:

- Xerographics of Flagstaff, Inc., dba Smart Document Solutions was the number one overall ranking offer. They offered statewide copiers, printers, maintenance, and services for Epson and Xerox. They were the only offer to include EPSON Workforce and Print Administration software solutions. All warranty and maintenance service is completed onsite by mobile technicians assigned to designated areas within Arizona.

RFP 25K-1002 Award Recommendation

- All Copy Products, Inc. was the number two overall ranking offer. They offered statewide copiers, printers, maintenance, and service for HP, Konica Minolta, Kyocera, and Sharp. They offered document and printer management software from publishers that include: AccurioPro, ACDI – PaperCut, Color Management Solutions G-7, Corporate Announcements, Dispatcher, EFI, ePS, Global Capture Convey, and pageDNA. They offered wide format units from Canon and HP. They have offices in Flagstaff, Tempe, and Tucson that provide complete coverage of Arizona. Each location has at least two technicians for each brand offered.
- Fruth Group, Inc. was the number three overall ranking offer. They offered statewide copiers, printers, maintenance, and service for Canon, Kyocera, and Lexmark. Fruth Group, Inc. also offered wide format printers and scanners from Canon. They offered document and printer management software from publishers that include: Abbyy, ACDI, Canon, DocMgt, eFax, ESP, GoldFax, Innovolt, and Kyocera. They also offered inclusive maintenance services for discontinued or out-of-service copiers and printers from Canon. They offer a member website that provides the ability to schedule and manage service calls, equipment, meter reading, and billing. Fruth Group, Inc. offers an additional, fee based support service to assist with troubleshooting and resolving technical issues that fall outside the standard copier/printer service agreement.
- Imagine Technology Group, LLC was the number four overall ranking offer. They offered statewide copiers, printers, maintenance, and services for Sharp and Xerox. They have offices in Flagstaff, Tempe, and Tucson that provide complete coverage of Arizona. They have 12 technicians and a parts inventory of \$150,000 to support their all-inclusive service and supply contracts.
- Pacific Office Automation, Inc. was the number five overall ranking offer. They offered statewide copiers, printers, maintenance, and service for Canon, HP, Konica Minolta, Ricoh, and Sharp. They also offered wide format printers and scanners from Canon. Pacific Office Automation, Inc. offered an all-inclusive managed print services and on-site services that include printing services, mailroom services, and shipping and receiving. They also offered inclusive maintenance services for discontinued or out-of-service copiers and printers from Konica Minolta, Canon, HP, Sharp, and Ricoh. Pacific Office Automation, Inc. has offices in Phoenix and Tucson; they have 54 technicians with a parts inventory valued at \$5.6 million.
- Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc. was the number six overall ranking offer. They are one of two manufacturers; they offered new Toshiba copiers. They also offered multifunctional devices and wide format printers from Brother, HP, and KIP. They offered document and printer management software from publishers that include: ACDI, Docufree, Docuware, Drivve, EcoPrintQ, GRM, Kodak Alaris, LinkCom, Papercut, Toshiba, and Xmedius. They offered statewide products and service utilizing 35 technicians.
- Ricoh USA, Inc. was the number seven overall ranking offer. They are one of two manufacturers; they offered new and remanufactured Ricoh copiers. They also offered Ricoh standard and wide format printers. They offered document and printer management software from publishers that include: Alobi, Apex, Avanti, BCC Software, Bluefin, CF Ricoh, CGS, Color-Logic, Condeco, Default, Docuphase, Docuware, Duplo, EcoPrintQ, Ephesoft, Epson, Fiery Odd, Heathware, Laserfiche, New Wave, Onevision, Opentext, Pitney Bowes, Ricoh, and Tech Data. They offered statewide products and services utilizing 35 technicians located within the state.

The evaluation committee determined a single award was not advantageous for Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing sources for copiers, multifunctional devices, related office equipment, unit maintenance, managed print services, and related supplies. No single offer demonstrated the ability to effectively and efficiently meet all our members' needs for copier, multifunctional devices, and printer projects.

Award is recommended to the least number of offerors determined necessary to meet the members' requirements. The criteria for selecting offerors for multiple contracts was based upon considerations for members' experience with existing copiers, multifunctional devices, and printers, maintenance, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contracts under RFP 20J-0903 expire on January 29, 2026. It is recommended the awards under RFP 25K-1002 take effect on January 30, 2026.

RFP 25K-1002 Award Recommendation

It is the recommendation of the evaluation committee that contracts be awarded to All Copy Products, Inc., Fruth Group, Inc., Imagine Technology Group, LLC, Pacific Office Automation, Inc., Ricoh USA, Inc., Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., and Xerographics of Flagstaff, Inc., dba Smart Document Solutions for Copiers, Multifunctional Devices, Related Office Equipment, Managed Print Services, Maintenance, and Related Supplies.

Approval of the #25K-1002 award as recommended:

Signature:  _____
Jessica Leasure
Contracts Manager

Date: January 6, 2026

Signature:  _____
Lari Staples, CPPO
Executive Director

Date: January 6, 2026

RFP 25K-1002 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE: Michael R Nentwig, CPPB

EMPLOYER: Mohave Educational Services Cooperative, Inc.

ADDRESS: 211 N. 7th Street, Kingman, AZ 86401

PHONE: 928-718-3204

Working with the following Mohave Contract Specialist: Self

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

MRN I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

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 the most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposals(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

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.

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

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

MRN I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation.

MRN I agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona statute (per ARS §41-2616 (C)).

MRN I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the offerors responding to this solicitation with a view toward securing a contract.

Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if wish or do not to be thanked in this manner, by indicating with Yes or No answer below:

MRN (Yes) (No)

Please indicate your answer by signing your initials in the appropriate boxes

New Evaluator

XXXXXX Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

Business Interest

Are you, or any of your relatives, involved in any ownership, employment, public or private affiliations, or special arrangements which may have a substantial (Substantial means: any pecuniary or proprietary interest, either direct or indirect, other than a remote interest) interest in any contract, sale, purchase, or service involving Mohave or any of Mohave's contracts, vendors or members?

XXXXXX No

Yes

Please describe below (attach sheet if necessary):

Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:

1. Intentionally or knowingly violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 6 FELONY.
2. Recklessly or negligently violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 1 MISDEMEANOR.

MRN I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. §38-501 through §38-510.

Signature:

Date: October 6, 2025

Signature by Mohave:

Mohave Educational Services Cooperative, Inc., 211 N 7th St, Kingman AZ 86401

RFP 25K-1002 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michelle McLemore Order Compliance Specialist EMPLOYER MESC

ADDRESS 211 N 7th St Kingman AZ, 86401 PHONE 928-718-3223

Working with the following Mohave Contract Specialist: Mike Nentwig

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

MM I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

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 the most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposals(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

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.

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

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

MM I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation.

MM I agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona statute (per ARS §41-2616 (C)).

MM I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the offerors responding to this solicitation with a view toward securing a contract.

Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if wish or do not to be thanked in this manner, by indicating with Yes or No answer below:

 (Yes) (No)

Please indicate your answer by signing your initials in the appropriate boxes

New Evaluator

MM Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

Business Interest

Are you, or any of your relatives, involved in any ownership, employment, public or private affiliations, or special arrangements which may have a substantial (Substantial means: any pecuniary or proprietary interest, either direct or indirect, other than a remote interest) interest in any contract, sale, purchase, or service involving Mohave or any of Mohave's contracts, vendors or members?

MM Yes Please describe below (attach sheet if necessary):


Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:

1. Intentionally or knowingly violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 6 FELONY.
2. Recklessly or negligently violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 1 MISDEMEANOR.

MM I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. §38-501 through §38-510.

Signature  Date 10/9/2025

Signature by Mohave: 

Mohave Educational Services Cooperative, Inc., 211 N 7th St, Kingman AZ 86401

[Exclusions](#)[Actions](#)

- Entity Registration
- Exclusions**
- Active Exclusions
- Responsibility / Qualification

PACIFIC OFFICE AUTOMATION INC Active Registration

Entity Information

Unique Entity ID CAGE/NCAGE
XT65F81DNKD1 1FGD1

Expiration Date
Nov 21, 2025

Physical Address
**14747 NW Greenbrier PKWY
Beaverton, Oregon
97006-5601, United States**

Mailing Address
**14747 NW Greenbrier PKWY
Beaverton, Oregon
97006-5601, United States**

Purpose of Registration
All Awards

Version

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

Debarred and Suspended Firms

[Home](#) / [For Agencies](#) / [Compliance](#) / [Debarred and Suspended Firms](#)

For Agencies

[Arizona Procurement Portal](#)

[Trainings](#)

[Compliance](#)

[Agency Procurement Authority](#)

[Control Self-Assessment](#)

[Procurement Compliance Reviews](#)

[Debarred and Suspended Firms](#)

[Compliance Hotline](#)

[Resources and Documents](#)

Debarred and Suspended Firms

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

THERE ARE NO SUSPENDED OR DEBARRED FIRMS AT THIS TIME.



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Tab 2D - Financial Information	All financial information is kept confidential and has been removed.
Tab 3A - Price Proposals	See document 6. 25KPOA0130 Pricing Summary.
Tab 4A - Supporting Contract Documents, Support and Maintenance Information	110
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Tab 5 - Additional Information	Please call Mohave for information.

Click section title to be taken directly to that section. 4/5/18 EH



Via Email
lisa.cain@pacificoffice.com

**REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 25K-1002**

**COPIERS, MULTIFUNCTIONAL DEVICES, RELATED OFFICE EQUIPMENT, MANAGED PRINT SERVICES,
MAINTENANCE, AND RELATED SUPPLIES**

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 25K-1002, Copiers, Multifunctional Devices, Related Office Equipment, Managed Print Services, Maintenance, and Related Supplies.

BEST AND FINAL OFFER DUE DATE: Tuesday, December 9, 2025, at 3:00 p.m. (local time)

Electronic Submission through OpenGov Procurement: <https://procurement.opengov.com/portal/mesc/projects/216901>

Best and Final Offers, and any attachments must be uploaded to the OpenGov Procurement link provided above.

Best and Final Offers must be received by the due date and time or if received after the due date and time the offer shall be considered 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.

CONTACT PERSON: Michael R. Nentwig, CPPB, Contract Specialist

PHONE: (928) 718-3204

Lari Staples, CPPO
Executive Director

DATE: November 26, 2025

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Lisa Cain, Government Account Executive

Firm: Pacific Office Automation, Inc.

Address: 4501 E. McDowell Road

City: Phoenix **State:** AZ **Zip:** 85008

480-321-8975

Phone: _____



Signature: Lisa Cain

Date: 12-2-2015

Title: GOVERNMENT ACCOUNT EXECUTIVE

**Request for Proposal 25K-1002 - Copiers, Multifunctional Devices, Related Office Equipment,
Managed Print Services, Maintenance, and Related Supplies
Pacific Office Automation, Inc.**

REQUEST FOR BEST AND FINAL OFFERS

NOTE: Mohave has completed its initial review of your response to RFP 25K-1002, and is requesting the following information to better understand your offer. Carefully review and answer the questions that follow.

Provide only your response(s) to the information, as requested below.

Do not provide another complete copy of your initial response.

NOTE: YOUR ANSWERS TO QUESTION 1 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.

BEST AND FINAL OFFER SUBMITTAL

1. Awarded contracts under RFP 25K-1002 shall be made to the responsive and responsible offer(s) whose proposal(s) are determined to be most advantageous to Mohave for its members. The pricing offered by your firm under RFP 25K-1002 will be compared to other external cooperative contracts for similar products and services. Should your firm hold any current cooperative contracts for similar products and services; review your pricing offered under RFP 25K-1002 for competitiveness. Mohave is considering multiple proposals for this contract. Pricing is very competitive.
 - Please review your prices to determine if any additional discounts are available.
 - If yes, provide a new comprehensive price schedule.
 - If no, indicate "No Additional Discounts."
 - If your offered pricing under RFP 25K-1002 is higher than other external cooperative contracts held by your firm, include a detailed explanation regarding the difference or variation in compared pricing.

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

Link in page 2

 PACIFIC OFFICE AUTOMATION

Problem Solved



www.pacificoffice.com

Response to:
Request for Proposal 25K-1002

**Copiers, Multifunctional Devices, Related Office Equipment,
Managed Print Services, Maintenance, and Related Supplies**

In Partnership with:



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Offer and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Anti-Lobbying Certificate, USDA Form AD-1048

No amendments have been issued as part of the solicitation.

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 products, materials, processes, and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- 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.

General Terms and Conditions
(Place after Tab 1c)

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;
- 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 products, materials, 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 products, materials, processes, and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

3.8. 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.

General Terms and Conditions
(Place after Tab 1c)

4. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

5. CERTIFICATION

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

- 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 (HIPAA) 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 HIPAA.
- n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the offeror entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

General Terms and Conditions
(Place after Tab 1c)

6. CONFIDENTIAL INFORMATION

6.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire offer as confidential will not be considered.

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

6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award 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 agrees that if a contract is reassigned as part of an acquisition/merger, the contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify the contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

General Terms and Conditions (Place after Tab 1c)

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.

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.

General Terms and Conditions
(Place after Tab 1c)

- 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 products, materials, processes, or services used to fulfill the contract.
- 8.11. Relationship of the parties:** Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.
- 8.12. Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 8.13. Successful performance:** The sections of the solicitation defining the scope of work, requirements, or qualifications are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.
- 8.14. Title:** Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.
- 8.15. 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.

General Terms and Conditions
(Place after Tab 1c)

11. EVALUATION and AWARD

11.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

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

11.4. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations 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. Market Basket: If offeror is providing an alternative product in the required Market Basket, offeror must provide specifications for those products. *White papers are not specifications and are not acceptable.*

11.8. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

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

11.9. 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.

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- 11.10. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies, and Mohave. 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.
- 11.11. Price workbook:** All offerors must complete the 25K Digital Copiers, Multifunctional Devices, Maintenance, Managed Print Services, Services, and Related Supplies titled "**25X Copiers.xlsx.**" **Failure to complete and submit the 25K Copiers, Multifunctional Devices, Related Office Equipment, Managed Print Services, Maintenance, and Related Supplies workbook shall render your proposal non-responsive.** The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-6 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.
- 11.12. Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.
- 11.13. Reasonably susceptible of being awarded:** A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:
- 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.
- 11.14. 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.
- 11.15. 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.
- 11.16. 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 non-responsive.

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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.

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).

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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 <http://www.dol.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.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. Prohibition on certain telecommunications and video surveillance equipment or services 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 equipment or services 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.

12.12. 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.

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12.13. 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.

12.14. 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.

12.15. 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.
- 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 agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced.

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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 Unresolved Invoice 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 products and/or 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. *Approved quick pay discounts will be incorporated into the awarded contract pricing and shall apply to all payments made within the specified timeframes to qualify for the discount. Contract vendor agrees to promptly refund any overpayments by member that are eligible for the Quick Pay Discount.*

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20. REPORTING and PAYMENT of ADMINISTRATION FEES to MOHAVE

20.1. Reporting 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.

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.

20.2. Payment of administration fees to Mohave: Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

21. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

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

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

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

21.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification 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.

21.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested.

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22. PRODUCT LINES

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

22.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model. The replacement product shall meet or exceed the specifications and performance of the discontinued model, and the discount shall be the same or greater than the discontinued model. All replacement products or models shall be approved by Mohave.

22.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. New products/services must be submitted and approved by Mohave, prior to being offered to member. Contract vendor may add product lines to an existing contract if the line is supplementing products on contract, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave has the right to approve or reject any additions.

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

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

23. 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 OpenGov Procurement. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

24. 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.

25. PROTESTS

Protests shall be filed with 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, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. 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.

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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.

26. 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.

27. SAFETY STANDARDS

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

28. SHIPPING

28.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point.

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

28.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

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

29. 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.**

30. TAXES

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

30.2. 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.

General Terms and Conditions
(Place after Tab 1c)

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

30.4. 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.

30.5. 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.

31. TIME (DEFINITION OF)

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

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

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

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

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. DELIVERY

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

2.2. Defective goods: Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

2.5. Liens: All materials shall be free of liens.

2.6. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified on the price workbook.

2.7. Serial numbers: Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

2.8. Title: This contract includes products for software. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.

3. FORM OF CONTRACT

3.1. 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.

Special Terms and Conditions (Place after Tab 1d)

3.2. 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.

3.3. 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.

4. INSTALLATION

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

5. INSURANCE

5.1. Certificate of Insurance: 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 of Insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount*)
- Workers' Compensation

Members may request or require the following additional coverages:

- Technology Errors and Omissions Liability
- Network Security (Cyber) and Privacy 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.

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

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

5.3. 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.

5.4. Network Security and Privacy Liability insurance (if requested by the member): Policy shall include coverage for claims and losses with respect to network risks, (e.g., data breaches, unauthorized access/use, I.D. theft, invasion of privacy, damage/loss/theft of data, degradation, and downtime), providing limits of an aggregate amount of not less than \$2,000,000, in addition to general liability insurance.

(Cont'd)

Special Terms and Conditions (Place after Tab 1d)

Network Security and Privacy Liability insurance shall be identified as a separate coverage on certificate, or if packaged with Technology Errors and Omissions insurance, offeror shall include evidence of the additional coverage. Policy shall identify the Network Security and Privacy Liability insurance includes only first-party coverage, with or without no third-party claims, for emergency response in the event of a network or privacy breach such as costs to notify individuals whose data may have been compromised through registered mail. Contract vendor agrees to include coverage for third-party claims upon member request, should any policy not include this option.

5.5. 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.

5.6. 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.

5.7. Technology Errors and Omissions insurance (if requested by the member): Policy shall include coverage for claims and losses in the event their unintended error or omission in performing services or providing back or front-end product(s) causes a loss to a third party(s) and for which a claim is brought against the insured and/or the member, and providing limits of an aggregate amount of not less than \$2,000,000, in addition to general liability insurance.

Technology Errors and Omissions insurance shall identify if the policy includes only first-party coverage, with or without no third-party claims for loss. Contract vendor agrees to include coverage for third-party claims, upon member request, should any policy not include this option.

5.8. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than \$2,000,000.

5.9. 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.

6. LEASES

6.1. Additional fees: Additional fees shall not be assessed on the leasing portion of a purchase.

6.2. Availability of leasing: Leasing plans offered for the contract must be priced as specified in Tab 3. However, members shall have the right to choose a different leasing company. Leases with options to purchase must be described.

6.3. Lease requirements: Mohave shall be notified of member's intent to lease under the contract prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will comply with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is member's responsibility, and what that cost will be. Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

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

Special Terms and Conditions
(Place after Tab 1d)

7. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, offeror shall include details of any such arrangement in the proposal.

8. MANUFACTURER SUPPORT

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is an authorized dealer for the equipment offered, and that offeror is authorized to submit an offer on such equipment.

9. MEMBER AGREEMENTS

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

10. OFFEROR QUALIFICATIONS

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

11. PRICING

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

11.2. 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.

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

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic price adjustment.
 - a) Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the offeror.
 - b) Any contingencies for economic price adjustments shall be identified in the proposal.
 - c) Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule, or other form that:

- a) Is regularly maintained by a manufacturer, distributor, or contractor;
- b) Is either published or otherwise available for inspection by customers; and/or

Special Terms and Conditions
(Place after Tab 1d)

- c) States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process, or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

- 11.4. Initial catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.
- 11.5. Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the proposal. If allowed contingencies for price adjustment occur, contract vendor shall 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 fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).
- 11.6. Combination pricing:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
- 11.7. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 11.8. Discounts:** Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.
- 11.9. Escalators:** Any pricing escalators shall be reviewed and approved by Mohave prior to applying the escalator to approved contract pricing.
- 11.10. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks, and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.
- 11.11. Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.
- 11.12. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

Special Terms and Conditions
(Place after Tab 1d)

11.13. 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.

11.14. 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.

12. SAMPLES

12.1. 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.

12.2. 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.

12.3. 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.

13. SITE REQUIREMENTS

13.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

13.2. 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.

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.

Special Terms and Conditions
(Place after Tab 1d)

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

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

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

13.4. Preparation: Contract vendor shall not begin a project for which the member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

13.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee, or employee of its subcontractor, who is required to register as a sex offender pursuant to A.R.S. § 13-3821 will perform work on member's premises or equipment 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 order at the member's discretion.

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

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

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

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

14. SUBCONTRACTORS

14.1. 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.

Special Terms and Conditions (Place after Tab 1d)

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

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

15. TERM OF CONTRACT AND EXTENSION

15.1. 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.

15.2. 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).

15.3. 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.

16. TRADE-IN EQUIPMENT

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

Special Terms and Conditions
(Place after Tab 1d)

17. WARRANTY/QUALITY GUARANTEE

17.1. Extended warranties contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members. Any applicable extended warranty pricing shall be included in the Excel pricing workbook.

17.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave, or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

17.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

17.4. Quality: Unless otherwise specified, contract vendor warrants that for a period of one (1) year after acceptance of the equipment or materials by member, they shall be:

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

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

Manufacturer warranties are 90 days for defects in manufacturing and materials

17.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued services be required after warranty obligations are met.

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.)

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

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for copiers, multifunctional devices, related office equipment, unit maintenance, managed print services, and related supplies as specified within this Request for Proposal. These products/services are requested for Mohave's statewide membership of approximately 480 public agencies. The members currently eligible to participate in any awarded contract(s) as of August 25, 2025 are included in the attachment titled, *RFP 25K-1002 Current Mohave Members.pdf*. However, other members may be added during the term of an awarded contract(s). Members that are added during the term of an awarded contract(s) are responsible for determining if their purchases would materially increase any volume provided in the original solicitation. 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 materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Canon, Konica Minolta, Ricoh, Toshiba, and Xerox. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, 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.

Five (5) contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from January 29, 2021 including year to date activity (as of the publication date of this RFP) is \$21,989,582. This information is provided as an aid to bidders in preparing bids only. The historical activity amount provided is not representative of a stated budgetary spend, maximum/minimum allowable spend, and is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Request for Proposal Issued	Monday, August 25, 2025
Pre-proposal Conference Held (non-mandatory)	Wednesday, September 10, 2025, 10:00 a.m. (local AZ time) Pre-proposal conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Thursday, September 25, 2025, at 5:00 p.m. (local AZ time) Questions may also be submitted through the OpenGov Procurement "Questions and Answers" tab.
Published RFP Due Date and Time	Thursday, October 2, 2025, at 3:00 p.m. (local AZ time)
Public Opening of Proposal	Thursday, October 2, 2025, at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	Monday, December 22, 2025 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>)	Friday, January 30, 2026

**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 percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

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

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) 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 (30 Points):** Excel pricing workbook (non-secured or locked) uploaded to OpenGov Procurement. Completed pricing workbook, price schedules, additional requested price information, market basket pricing, volume discount information, quick pay discount information, Pcard/credit card acceptance information, mobilization, travel description, extended warranty, or maintenance service plan information;
- 2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents (25 Points):** *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, U.S. Department of Agriculture Form AD-1048, and EDGAR Certification;*
- 3) Primary Vendor Information (25 Points):** 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 (15 Points):** Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements;
- 5) Additional Information (5 Points):** *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, complete manufacturer specifications, additional information.*

Scope of Work
(Place after Tab 1e)

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/>

Code of Federal Regulations (**CFR**): <http://www.ecfr.gov/>

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

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>

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

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

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**): <https://www.hud.gov/>

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

Electronic Product Environmental Assessment Tool (**EPEAT**): www.epeat.net

Energy Star®: www.energystar.gov

Family Educational Rights and Privacy Act (**FERPA**): <https://studentprivacy.ed.gov/ferpa>

Health Insurance Portability and Accountability Act (**HIPAA**):
<https://www.hhs.gov/programs/hipaa/index.html>

UL Solutions (**UL**): www.ul.com

Specifications
(Place after Tab 1e)

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must notify Mohave prior to specified proposal due date and time.

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

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

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

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 "Exception/Deviation*" 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 provide reproduction and document management equipment, supplies, and services to include, but not be limited to: copiers with options, printers, multifunctional devices, managed print services, office document equipment, document management software, supplies, repair and maintenance, consultation, and training.	X	
1.1.02 Contract vendor may offer services specific to the scope of work and specifications, that can include, but not be limited to: consulting and design. <i>Pricing for these services shall be included in the pricing workbook. Services provided at "No-charge" should be provided in (Tab 2a, Question #2e.) Value-added Services offered.</i>	X	
1.1.03 Title of equipment shall pass to member upon acceptance by member. Acceptance occurs at the time the equipment has been delivered, installed, and made fully operational according to the manufacturer's specifications. Member shall have sole responsibility for acceptance or rejection of delivered and installed equipment.	X	Leased Equip. Title Transfers At End of Lease if Buyout Exercised

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

Specifications	Comply	Exception/ Deviation*
1.1 General Specifications (Cont'd)		
1.1.04 Contract vendor shall conduct pre-sale discussions with member to ascertain equipment capabilities to include, but not be limited to: functionality, connectivity, software, security, and accessibility. Pre-sale discussions are intended to ensure equipment capability and compatibility with existing or future software and/or network platforms. Final determinations of equipment configuration and options shall be at the sole discretion of member.	X	
1.1.05 Copier and multifunctional printer contract price shall include the cost of installation, delivery, and connectivity (cabling) to closest accessible member network access point.	X	
1.1.06 Used copiers are not requested and will not be allowed under an awarded contract. Used copiers include any secondhand copier that may have only been repaired prior to be offered for resale. Remanufactured copiers and multifunctional devices are allowed. Refer to Specification 1.9.	X	
1.1.07 All equipment installed shall include all necessary start-up supplies, if applicable, for initial operation except for paper. Start-up supplies shall be sufficient for the monthly copy rating of the equipment. Start-up supplies shall be included with equipment when delivered to member site.	X	
1.1.08 Contract vendor shall be responsible for remote or onsite monthly meter readings for applicable member equipment. Meter readings via member approved network connection is preferred. Verbal meter readings relayed to contract vendor from member are also acceptable.	X	
1.1.09 Meter reports shall include, but not be limited to: machine serial number, meter reading, service call copies, and unusable copy count.	X	
1.2 Copiers and Multifunctional Devices Specifications		
1.2.01 Contract vendor may offer the following type of stand-alone copiers and/or multifunctional devices (MFD): low-volume, mid-volume, high-volume, and production-volume units.	X	
1.2.02 Copiers with the following rated copy speed are requested. Low-volume units have a rated copy speed of up to 20 pages per minute single-sided and an average monthly volume of between 2,000 to 6,500 copies. Mid-volume units have a rated copy speed of 21-59 pages per minute single-sided and an average monthly volume of between 6,500 to 45,000 copies. High-volume units have a rated copy speed of 60-89 pages per minute single-sided and an average monthly volume of between 45,000 to 125,000 copies. Production-volume units have a rated copy speed of 90 or more pages per minute single-sided and an average monthly volume of between 100,000 to 1,500,000 copies.	X	

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

Specifications		Comply	Exception / Deviation*
1.2 Copiers and Multifunctional Devices Specifications (cont'd)			
1.2.03	Contract vendor may offer copiers and multifunctional devices with the following functionality to include, but not be limited to: standard and/or wide format; printer, scanner, and fax configurations; utilize digital technology; utilize a hard disk drive (HDD) for document storage; available as tabletop or console models; allow for input and output of original/copy up to 8½" x 14"; monochrome and/or color scanning; reduction or enlargement of original; document feed; duplexing and single pass options; Utilize a stationary platen; multiple stock outputs (e.g., labels, envelopes, and cover stock); includes bypass feeder; networking capabilities; book copying; finisher that allows booklet printing, paper fold, hole punch, and staple; sorter and offset stacker; and include copy auditing and code options.	X	
1.2.04	Contract vendor may offer units with a minimum paper capacity of 250 sheets for low-volume units, 1200 sheets for mid-volume units, and 3000 sheets for high-volume production volume units. The ability to add additional paper supply trays and drawers is requested.	X	
1.2.05	Contract vendor may offer low-volume and mid-level copiers and multifunctional devices that have a storage capacity of 60 GB or under, high-volume units that have a minimum storage capacity of 250 GB, and production-volume copiers that have a minimum storage capacity of 300 GB with 1 GB of RAM.	X	
1.3 Copiers and Multifunctional Devices - Features and Options Specifications			
1.3.01	Automatic features shall include, but not be limited to: exposure selection; magnification selection; shut off; tray switching; and start.	X	
1.3.02	Selectable features may include, but not be limited to: authorized user access control; book copy; booklet mode; color; copy control; covers; editing (mask/trim); energy-save; erase; image insert; image overlay; image repeat; image rotate; interrupt; job build; job programs; job time; language; margin shift; photo mode; poster mode; negative/positive reversal; scanning (to email, Internet fax, local mail boxes, network folders, document management systems); sheet insertion; stamping; timer; XY zoom; zoom range; 2-in-1; document storage to mail boxes; printing from external media (USB/flash drives); and web access for printing web-based information.	X	
1.3.03	Options may include, but not be limited to: security badge readers; software hooks for third-party software connectivity; enablers that automatically contact a service center for service repair; voice operation and guidance kit (for visually impaired users); remote operator's software kits and user interface; Braille label kits; and accessibility handles.	X	
1.3.04	Optional web managed print output system may collect statistical data for cost and control of printing jobs. System may include capability to inform users of the most cost-effective methods for printing. System shall print documents in a secure manner and shall also provide the ability to send documents to a centralized print center.	X	
1.3.05	Open architecture software is preferred.	X	

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

Specifications		Comply	Exception / Deviation*
1.3	Copiers and Multifunctional Devices - Features and Options Specifications (Cont'd)		
1.3.06	Mobile print options and features may be offered for smartphones, tablets, and laptops.	X	
1.3.07	Copiers and multifunctional devices offered shall have a copy scan resolution of not less than 200 dpi.	X	
1.3.08	Color copiers in both ink jet and laser models are requested. Color copiers may be either single or multifunctional units.	X	
1.3.09	Color copier lines shall meet the applicable standards above for low-volume, mid-volume, high-volume and production-volume copiers.	X	
1.3.10	Color copiers shall have interchangeable color development units for single color copying, or push-button selection between two colors.	X	
1.3.11	Image scan destinations shall include, but not be limited to: e-mail, FTP, HDD, Internet fax, server message block, or a specific URL.	X	
1.4	Copiers and Multifunctional Devices - Remanufactured Specifications		
1.4.01	Contract vendor may offer remanufactured copiers and multifunctional devices. Remanufactured units shall only be remanufactured by the original manufacturer using certified technicians.		No Bid
1.4.02	The remanufacturing process shall include the complete disassembly of the machine and a thorough examination of its subassemblies and components.		No Bid
1.4.03	All parts that have exceeded their manufacturer-defined life cycle shall be replaced.		No Bid
1.4.04	Software shall be updated to include features and functions that match current models.		No Bid
1.4.05	Remanufactured machines shall carry a warranty that is equivalent to that offered by the OEM when the product was new.		No Bid
1.4.06	Remanufactured copiers and multifunctional devices shall meet current safety testing requirements.		No Bid
1.5	Facsimile/Fax Machines Specifications		
1.5.01	Facsimile/fax machines shall be new.		No Bid
1.5.02	Facsimile/fax machines may be offered in black and white or color.		No Bid
1.5.03	Facsimile/fax machines shall be laser and use plain paper.		No Bid
1.5.04	Thermal fax machines that require paper rolls are not requested and will not be allowed under an awarded contract.		No Bid
1.5.05	Facsimile/fax machines shall be compatible with the five basic standard communication codes used in North America (MH, MR, MMR, JBIG, and JBIG2).		No Bid
1.5.06	Facsimile/fax machines shall have three basic resolutions: standard, fine, and superfine.		No Bid
1.5.07	Facsimile/fax machines shall have a modem speed of at least 14.4Kbps. Product lines with modem speeds up to 56 Kbps are preferred.		No Bid
1.5.08	Facsimile/fax machine standard memory shall hold a minimum of 30 pages. Product lines with additional memory models are preferred. Additional add-on memory or hard drives for storage may be offered.		No Bid

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

Specifications		Comply	Exception / Deviation*
1.5 Facsimile/Fax Machines Specifications (Cont'd)			
1.5.09	Facsimile/fax machines shall have a minimum paper supply of 100 sheets.		No Bid
1.5.10	Facsimile/fax product lines that include network scanning, network faxing, scan to email, and multiple paper sizes are preferred. These features may be available as options.		No Bid
1.5.11	Facsimile/fax machines shall allow for "polling" another facsimile machine, which allows for transmitting of documents back to the polling unit.		No Bid
1.5.12	Features and options for facsimile/fax machines shall include, but not be limited to: platen for document scanning; transmission/reception via Internet; fax-to-email services; PC/Network connections; variable print speeds in pages per minute; variable resolutions; multifunctional capabilities (TWAIN and/or ISIS-compatibility); OCR capabilities; additional memory; network interface card; and print controller.		No Bid
1.6 Copiers and Multifunctional Devices – Connectivity Specifications			
1.6.01	All units shall allow for connection to computer networks using the current Google, Windows, Macintosh, Linux, UNIX, or other applicable operating systems. As computer network connections evolve updated operating systems may be offered.	X	
1.6.02	Network interface shall allow for connection to common interface types including, but not limited to: 10BaseT, 10BaseTX or 100BaseT.	X	
1.6.03	Units shall allow for IP address filtering by an administrator.	X	
1.6.04	Units shall allow an option of DOSS firmware. This firmware feature shall allow for overwriting data on the hard drive one or more times.	X	
1.6.05	Units shall allow an option of HDD advance encryption, adding a layer of protection.	X	
1.6.06	Network interface on units may be either parallel, serial, USB, or wireless as either standard or optional.	X	
1.7 Digital Copiers and Multifunctional Devices - Security Specifications			
1.7.01	Contract vendor shall provide a variety of options for data security of copiers, scanned documents, network, and remote server based connectivity to include, but not be limited to: encryption, erasure and overwrite capabilities.	X	
1.7.02	Contract vendor shall ensure regulatory and statutory compliance for security, as required by member. Requirements may include, but not be limited to: current applicable federal, state, and local encryption standards; data overwrite software; and FERPA and HIPAA.	X	
1.7.03	Contract vendor shall advise member of data security capability embedded with the equipment or available as an add-on option.	X	
1.7.04	Contract vendor shall provide secure hard drive removal options for equipment at the end-of-life, being replaced, or at the end of the lease period. Options shall include, but not be limited to: hard drive surrender, hard drive swap, hard drive encryption, or hard drive data overwrite. <i>Pricing for these options shall be included in the pricing workbook.</i>	X	

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

Specifications		Comply	Exception / Deviation*
1.8	Leasing Specifications		
1.8.01	Contract vendor may offer Fair Market Value (FMV) leases, operating leases, and/or financing. FMV leases, operating leases, and/or financing may also be offered through a third-party financial institution. Member shall not be limited to using contract vendor's or third-party's lease or finance option and may use an alternative.	X	
1.8.02	Contract vendor offering leasing shall provide the most current applicable leasing rates throughout the life of the contract. Leasing rates shall include the effective date and expiration date for the rates.	X	
1.8.03	Monthly lease payments shall be based upon a factor applied to the purchase price of the equipment. The lease factor shall remain firm throughout the contract. Alternate methods for determining lease payments may be offered but are subject to Mohave's approval.	X	
1.8.04	Interest rates for financing shall be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered but are subject to Mohave's approval.	X	
1.8.05	If leasing is offered, the capital value of the copier shall not be higher than the discounted price of the equipment on contract. The true annual percent of interest charged shall be clearly revealed to member prior to any lease agreement being signed. Lease agreements shall clearly establish ownership rights at the end of the lease.	X	
1.8.06	Contract vendor shall apply applicable sales and/or property taxes based on member's agency classification and/or type of lease. Contract vendor shall provide notification to member that taxes are not included in the original lease payment amount and verification of the assessment.	X	
1.8.07	During the term of the contract, leasing may be removed from an awarded contract if any of the following occur: <ul style="list-style-type: none"> • Any lease documentation provided to member, including accepted leasing agreements provided in response to Tab 4b, is found to be incomplete or revised • Interest rates provided for leasing are found to be incomplete or deviate from Specifications 1.8.01 – 1.8.06 or the requirements of Tab 4b 	X	
1.9	Standard and Extended Maintenance Specifications		
1.9.01	Contract vendor may offer maintenance services for offered and member-owned reproduction and office equipment to include, but not be limited to: preventative, scheduled, will-call, and emergency.	X	
1.9.02	Contract vendor shall provide standard maintenance service for offered equipment for a minimum of five years and extended maintenance for a minimum of an additional five years.	X	
1.9.03	Standard maintenance contracts sold under this contract shall be available to begin on the day following the end of the warranty period. Pricing for standard maintenance services shall be included in the pricing workbook.	X	

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

Specifications	Comply	Exception / Deviation*
1.9 Standard and Extended Maintenance Specifications (Cont'd)		
1.9.04 Extended maintenance service for equipment originally sold through previous contracts, may be offered. <i>Pricing for extended maintenance services shall be included in the pricing workbook.</i>	X	
1.9.05 Contract vendor may offer maintenance and repair services for discontinued equipment. <i>Pricing for these services shall be included in the pricing workbook.</i>	X	
1.9.06 Contract vendor shall provide standard and/or extended maintenance service agreements at member's request. Maintenance Service agreements are not automatically included with the purchase or lease of equipment.	X	
1.9.07 Standard and/or extended maintenance service shall include equipment service in accordance with the manufacturer's recommended service schedules, as well as "will call" service. Routine or preventative maintenance service shall be performed on the dates and times scheduled by contract vendor and member.	X	
1.9.08 Standard and/or extended maintenance service pricing shall be inclusive of all labor, materials (other than excluded parts and/or supplies identified in the pricing workbook), and servicing equipment required to maintain the equipment in accordance with the manufacturer's specifications.	X	
1.9.09 Contract vendor shall provide members all applicable rates, corresponding impression volumes, and minimum monthly charges for copiers when usage may fluctuate from month to month.	X	
1.9.10 Contract vendor shall have maintenance service facilities or have established agreements with third-party subcontractors to provide maintenance service to all regions of the state. Each maintenance service facility shall be staffed with trained technicians and maintain sufficient parts inventory to provide effective maintenance service.	X	
1.9.11 All warranty and maintenance service work performed under this contract shall be performed by service technicians authorized by the manufacturer.	X	
1.9.12 Contract vendor's on-site response time, after first contact with member, shall be within four (4) working hours within fifty (50) miles of any contract vendor's service location. Contract vendor's response time shall be within eight (8) working hours of all other locations of any contract vendor's service location.	X	
1.9.13 Maintenance service shall be available 8:00 a.m. to 5:00 p.m. local Arizona time Monday-Friday, excluding holidays.	X	
1.9.14 Contract vendor shall replace defective or unserviceable parts with OEM (Original Equipment Manufacturer) parts and carry the manufacturer's standard warranty.	X	
1.9.15 Use of independent copier supplies shall not void warranty or maintenance service agreements. Any claim by contract vendor that equipment breakdown is the result of the use of independent copier supplies shall be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown.	X	

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

Specifications		Comply	Exception / Deviation*
1.9	Standard and Extended Maintenance Specifications (Cont'd)		
1.9.16	Contract vendor shall provide routine and preventative maintenance services including, but not limited to: all cleaning, lubrication, adjustments, and OEM parts, following the manufacturer's recommended service schedules.	X	
1.9.17	If offering equipment that includes software or upgradeable memory as a part of the unit, contract vendor shall ensure that the most current software or OEM memory is installed at the time of delivery.	X	
1.9.18	Contract vendor shall install OEM upgrades released during the first year of operation are to be installed within 45 days of release at no cost to member. Upgrades of software and memory after the first year shall be available at no additional cost under the maintenance service agreement and installed within 45 days of release.	X	
1.9.19	Contract vendor shall provide telephone help lines for member to obtain technical assistance with minor equipment problems and operating questions. The assistance shall be available 8:00 a.m. to 5:00 p.m. local Arizona time Monday-Friday, excluding holidays.	X	
1.9.20	Contract vendor agrees to provide the member the option of loaner equipment should equipment be out of service for more than 24 hours after arrival of a service technician. Contract vendor shall provide loaner equipment of similar or better than malfunctioning equipment and be available at no charge to member until member's equipment is returned to service. Contract vendor shall provide loaner equipment to member within 24 hours from request.	X	
1.10	Consumables and Supplies Specifications		
1.10.01	Contract may offer consumables and supplies to include, but not be limited: toner and staples. <i>Pricing for these consumables and supplies shall be included in the pricing workbook.</i>	X	
1.10.02	Toner offered must be OEM or from a manufacturer approved third-party supplier that will not invalidate the warranty, if applicable.	X	
1.10.03	Toner offered for use in legacy, end-of-life, or discontinued units can be sourced from any supplier.	X	
1.11	Copiers and Multifunctional Devices - Services and Solutions		
1.11.01	Contract vendor may provide software including, but not limited to: solutions that allow for management of networked devices; cloud based connectivity; documents that are scanned (scanned or printed); form preparation; OCR document control; reporting data; print management; and classroom administration which allows for document management (curriculum, test preparation, and grading).	X	
1.11.02	Software solutions shall allow for the integration of all networked multifunctional devices; inventory control; billing and machine management; maintenance; and oversight.	X	
1.11.03	Contract vendor may offer other services for copiers and multifunctional devices. Mohave shall make the sole determination as to whether additional offered services and solutions are appropriate under an awarded contract.	X	

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

Specifications	Comply	Exception / Deviation*
1.11 Copiers and Multifunctional Devices - Services and Solutions (Cont'd)		
1.11.04 Reports and performance metrics shall be available for all offered services including, but not limited to: key performance indicator reports; management reports; monthly summary reports; and usage and cost data analysis reports.	X	
1.11.05 Contract vendor may provide document management services including cloud-based connectivity.	X	
1.11.06 Contract vendor may provide IT infrastructure consulting as related to copiers, multifunctional devices, and cloud-based connectivity.	X	
1.12 Onsite Services and Solutions		
1.12.01 Contract vendor may offer onsite copy center services, including but not limited to: management of a copy center for printing services; mailroom services; and shipping and receiving management.	X	
1.12.02 Onsite copy center for printing services may include, but not be limited to: production print, commercial offset printing, graphic design, bindery, and finishing activities.	X	
1.12.03 Onsite copy center for mail services may include, but not be limited to: mailroom management operations, shipping, and receiving.	X	
1.12.04 Onsite copy center for imaging, records, and document management may include, but not be limited to: back file and day-forward scanning, file room records management, and document management.	X	
1.12.05 Contract vendor shall work with member to determine the level of onsite copy center services required including, but not limited to: identification of roles and responsibilities; member objectives and goals; reports; security management (devices, processes, and personnel); service agreements; key performance indicators; review and analysis of onsite copy center program reports; authorization for mail shipping/receiving; service improvement plans; and escalation process for performance resolution.	X	
1.12.06 If contract vendor has not performed to the agreed service level agreement/performance standards set between member and contract vendor, member may cancel the onsite copy center services agreement.	X	
1.12.07 During the term of the contract, copy center services may be removed from an awarded contract if any of the following occur: <ul style="list-style-type: none"> • If information describing the service levels and pricing provided for onsite copy center services is not complete • Or unacceptable per Specifications 1.12.01 – 1.12.06 and in the pricing workbook 	X	
1.13 Sustainability and Environmental Specifications		
1.13.01 Products manufactured with sustainable, environmentally responsible techniques are preferred. These products shall be identified as such in printed or online marketing literature.	X	
1.13.02 Products offered under this contract shall meet the current applicable UL and Energy Star® standards.	X	
1.13.03 Products that meet current applicable silver or higher ratings for EPEAT® are preferred.	X	
1.13.04 Products utilizing toner-save modes and instant fusing lamps or fusers are preferred.	X	

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

Specifications	Comply	Exception / Deviation*
1.13 Sustainability and Environmental Specifications (Cont'd)		
1.13.05 Products manufactured utilizing bioplastics and recycled plastics (without the use of styrene) are preferred.	X	
1.13.06 Shipping materials made with 100% recycled cardboard are preferred.	X	
1.13.07 Services for members to recycle used toner and ink cartridges are preferred.	X	
1.14 Managed Print Services (MPS) Specifications		
1.14.01 Contract vendor may offer onsite and offsite MPS for single and multi-branded fleets including, but not limited to: desktop printers; copiers; multifunctional devices; large production machines; scanners; facsimile machines; and consumables.	X	
1.14.02 Services requested include, but are not limited to: asset management; preventative maintenance; general repair; device upgrades; device relocation; supply management; energy audits and recommendations; environmental (carbon) footprint analysis and reports; electronic document management; back file scanning; document production; distribution; archiving, storage, and retrieval services; system applications; help desk support; and disposal of end-of-life equipment, as requested by member.	X	
1.14.03 Contract vendor shall provide personnel trained on several different brands of equipment including, but not limited to: desktop printers; copiers; multifunctional devices; large production machines; scanners; and facsimile machines.	X	
1.14.04 Contract vendor shall work with member to determine the level of services required including, but not limited to: identification of roles and responsibilities; member objectives and goals; reports; training of member employees; security management (devices, processes, and personnel); service agreements; key performance indicators; review and analysis of MPS program reports; service improvement plans; and escalation process for performance resolution.	X	
1.14.05 If contract vendor has not performed to the agreed service level agreement/performance standards set between member and contract vendor, member may cancel the MPS service agreement.	X	
1.14.06 Contract vendor may offer remote diagnostic management for monitoring and reporting on output for equipment, which has hardware and software capabilities.	X	
1.14.07 Contract vendor may provide consulting services for end-of-life or lease devices; however, member shall have final approval of any recommendations including, but not limited to: recommended replacement of equipment, and contract and lease analysis.	X	
1.14.08 Contract vendor shall provide reports requested by member including, but not limited to: asset management; inventory; downtime incidents; paper jams; supplies replenishment per machine/location; cost savings; and service level achievement.	X	
1.14.09 During the term of the contract, MPS services may be removed from an awarded contract if any of the following occur: <ul style="list-style-type: none"> • If information describing the service levels and pricing provided for MPS is not complete • Or unacceptable per Specifications 1.14.01 – 1.14.08 and in the applicable pricing workbook 	X	

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

Specifications	Comply	Exception / Deviation*
1.15 Related Office Equipment Specifications		
1.15.01 Contract vendor may offer related office equipment to include, but not be limited to: binding machines, inserters, laminators, and paper-folding devices.	X	
1.15.02 Contract vendor may offer office equipment service, repair, and consumables.	X	
1.16 Training Specifications		
1.16.01 Contract vendor may offer training to ensure proper use and utilization of purchased equipment.	X	
1.16.02 Contract vendor may provide a variety of training methods including, but not limited to: onsite, web-based, and webinars.	X	
1.16.03 Contract vendor shall furnish one set of manuals (in electronic, paper, or online format) for the training provided with each equipment order.	X	
1.17 Warranty and Customer Satisfaction Specifications		
1.17.01 The minimum length of warranty required shall be a 90-day warranty, covering all parts and labor for copiers, multifunctional devices, fax machines, and related office equipment.	X	
1.17.02 Contract vendor shall provide a total satisfaction guarantee that allows member to replace any equipment that is unsatisfactory during contract vendor's stated period for full replacement.	X	
1.17.03 If a total satisfaction guarantee depends on the copier operating within the manufacturer's specifications, contract vendor shall include those specifications in the warranty. The specifications shall include, but not be limited to: copy quality, unacceptable number of jams, excessive service calls, or extended downtime.	X	

***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.)

**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.

Pacific Office Automation, Inc.

(Firm Name)

 Lisa Cain

(Signature)

Lisa Cain

(Print Name)

Government Account Executive

(Print Title)

October 1, 2025

(Date Certified)

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

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 23) 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.

Pacific Office Automation, Inc.
Organization Name

Request for Proposal 25K-1002
PR/Award Number or Project Name

Lisa Cain, Government Account Executive
Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

October 1, 2025
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, audiotape, 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.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PACIFIC OFFICE AUTOMATION, INC.**

**EXHIBIT B
Scope of Work**

A supplier that can support the entire life cycle of a document with technology, operational support, and consulting support for a wide range of Document Management Technologies and Services. This contract is for document services agreements, equipment both multi-function and single function devices along with support services. All equipment sold must have new serial numbers. This Contract will be for sale, rental, lease, and/or lease purchase. However, equipment under lease may be purchased at the end of the lease or if the price is listed in this proposal if both parties agree. Equipment under rental agreements may also be purchased at the end of each 12-month renewal if the price is listed if both parties agree,

Pacific Office Automation provides:

- Digital Copier Sales & Service for:
 - Canon
 - Hewlett-Packard (HP)
 - Konica Minolta
 - Ricoh
 - Sharp
- Vendor provides in-house leasing
- Software for document and print management
- Managed print services
- On-site print services, mailroom services (shipping and receiving)
- Maintenance Service for discontinued or out-of-service copiers

Excluded Items

Remanufactured Fax Machines

.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PACIFIC OFFICE AUTOMATION, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Payments shall be made in accordance with all provisions of the Mohave Cooperative contract...

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$.75,000 annually or \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

As stated in the contract

https://mesc.org/about-vendor/?contract_id=25K-POA-0130.