

MOHAVE COUNTY COMMUNITY COLLEGE DISTRICT
Kingman, Arizona

REQUEST FOR PROPOSALS (RFP)
Commercial Drive License (CDL) Training Program
RFP 1-1314

July 2, 2013

INQUIRY PERIOD BEGINS: July 2, 2013

INQUIRY PERIOD ENDS: July 18, 2013

Proposal DUE DATE / TIME: July 24, 2013 - 3:30 PM

INVITATION ANNOUNCEMENT: July 25, 2013

PRESENTATIONS: July 31, 2013

Recommendation to Board: August 9, 2013

EST AWARD BY: August 12, 2013

OPENING LOCATION: Mohave Community College
Building 100, Office of the President
1971 Jagerson Avenue
Kingman, AZ 86409

ATTN: Christine Van Vleet, Procurement
Manager

I. INTRODUCTION

The following sections provide details on how to get more information about and how to respond to this RFP. All responses must be complete and in the prescribed format.

A. Objective

The objective of this RFP is to solicit Proposals from a certified commercial driver training school, licensed by the Arizona Department of Transportation, and the State of Arizona to provide basic mandated classroom instruction and behind-the-wheel instruction as a non-credit Mohave Community College class. The successful Proposal will form the basis of a contract for such services.

B. Background

Mohave Community College plans to implement a non-credit Commercial Driver License (CDL) Training Program to include basic class room instruction and behind– the-wheel instruction for MCC students and any interested individuals from the surrounding areas. Mohave Community College will be responsible for and will provide the facilities for classroom instruction and allow the use of the MCC truck range area and storage shed to the successful Offeror. Mohave Community College may also assist with advertising efforts.

C. Term of the Contract

This Request for Proposal, which is not a contract, is considered a procurement solicitation for the product(s)/service(s) as listed herein. The successful Offeror may commence performance of the awarded contract upon receipt of a fully executed Agreement between the Offeror and Mohave Community College. The term of this contract will be for a term of THREE (3) YEARS beginning August 12, 2013 (Estimated Award date) through June 30, 2016 with two (2) optional one-year renewals, by mutual agreement.

D. Project Representative

The following person will represent the College during the Proposal process.

Questions or concerns regarding this Request for Proposal may be directed to:

Christine Van Vleet
Procurement Manager
Mohave Community College
1971 Jagerson Ave
Kingman, AZ 86409
cvanvleet@mohave.edu
928-757-0819

The College specifically requests that Bidders restrict all contact and questions regarding this RFP to the above named individual.

The College reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal received. The College reserves the right to an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process. Further, the College reserves the right to negotiate the final details of the Contract with the successful Bidder.

Mohave Community College reserves the right to conduct discussions with the companies submitting proposals and to accept revisions of proposals, and to negotiate price changes, whenever it is deemed to be in the best interest of the College.

Mohave Community College will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the RFP. Bidders shall promptly notify Mohave Community College of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP or any bidding documents.

The College will not consider any proposal not prepared and submitted in accordance with the provisions herein outlined and may reject any or all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals. Any proposal received after the time and date specified will not be opened. No Bidder may withdraw a proposal within 60 days after the actual proposal opening time and date.

II. INFORMATION FOR OFFERORS

A. General Information

1. Proposals received after that date and time posted above will not be opened or considered for award. All Proposals should be complete and must include all of the requirements set forth below to be considered.
2. Mohave Community College may reject any Proposals or unsolicited Proposal amendments received after the deadline. Mohave Community College will reject late Proposals regardless of the cause for the delay. The time clock at the facility of the Proposal opening will serve as the official time.

3. Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.
4. Mohave Community College may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Mohave Community College may also reject any Proposal that it believes is not in its best interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.
5. To protect the integrity of the evaluation and award process, Proposal responses will not be available for public viewing until after the contract has been officially awarded. Offerors may not contact Mohave Community College staff, other potential Offerors or any other member of the College to discuss their Proposal or to discuss any of the other responses to the RFP. Offerors who attempt to make such contacts may be deemed not responsive.
6. The College reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or to reach agreement.

By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this Request for Proposals.

The terms "vendor", "proposer", "offeror", "firm", "consultant", "company" or "contractor" used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a Proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

7. All proposals and other submitted material will become the property of Mohave Community College and will not be returned. The Offeror should not include proprietary information in a Proposal because Mohave Community College maintains the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after Mohave Community College awards the Contract.
8. Mohave Community College will retain all Proposals or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, Mohave Community College may return, destroy, or otherwise dispose of the Proposals and copies.
9. Offerors must provide the services outlined in the attached Scope of Work. Times and dates of on-site services must be arranged with Diana Stithem, JD., MA, Dean of Distance Education and Extended Campus to secure a classroom and/or other needs for on-site training.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

B. Proposal Submittal

1. Acceptable delivery methods for completed Proposal submissions are US Mail, any overnight or express delivery service, courier or hand delivery to the address listed:

Mohave Community College
Office of the President, Bldg. 100
Attn: Christine Van Vleet, Procurement Manager
1971 Jagerson Ave
Kingman, AZ 86409

2. Submit one (1) original and three (3) copies of your final Proposal.
3. Proposals received after July 25, 2013 at 3:30 PM (Arizona Time) will not be opened and will not be considered for award.

C. Internet Inquiries

1. Access the Mohave Community College procurement website <http://www.mohave.edu/procurement>

OR:

1. Access the State Procurement Website at:
<http://www.procureAZ.gov>

OR

Public Purchase at:
<http://www.pubilcpurchase.com>

Any changes to this Proposal will be achieved by addendum. Mohave Community College does not send out emailed notices regarding addendums so potential Offerors are encouraged to check the website(s) daily, until the date of Proposal opening.

Any questions should be submitted in writing and must be submitted a minimum of three (3) working days prior to the Proposal opening date. Please NOTE: Mohave Community College is currently on summer hours and is closed for business Fridays through Sundays until the week of August 5, 2013.

D. Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify all of the Offeror's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

The Contractor must organize each Proposal in a manner consistent with the order of this RFP and any attachments, if any. Mohave Community College wants clear and concise Proposals. Potential contractors should take care to completely answer questions and meet all RFP requirements.

Each Proposal must contain the following, in this order and must be typed:

1. Cover Letter
2. Letter of commitment to provide the service from any and all proposed employees
3. Offeror Profile Summary, Attachment Two
4. Scope of Work
5. Proof of Workers' Compensation
6. Insurance & Registration
7. Financing/Loan Programs/Scholarships
8. Placement Plan
9. Student Data and Marketing
10. Student Services
11. MCC Requests
12. Signed Copy of Service Contract
13. Iran/Sudan - Declarations - Conflict of Interest, Attachment Three
14. Any Additional Information

1. **Cover Letter.** The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with Arizona Department of Transportation Standards, any relevant licensure laws and related policies and protocols. The letter must also include the following:

Minimum Required Response:

- a. A statement regarding the Offeror's legal structure (e.g., an Arizona corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors or independent contractors, if any, that the Offeror will use to provide services;
- e. A list of references (Business and Education)
- f. Provide years in this type of business, copies of Licenses, Accreditations and Certifications (e.g. VA Certified)
- e. A statement that the Offeror's Proposal meets all the requirements of this RFP.

2. **Letter of Commitment from employees, subcontractors and/or independent contractors.** For each proposed subcontractor and/or independent contractor, the Offeror must attach a letter from the subcontractor and/or independent contractor, signed by someone authorized to legally bind the subcontractor and/or independent contractor, and must include the following information:

Minimum Required Response:

- a. The subcontractor's legal status, tax identification number, and principal place of business address;
- b. The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations;
- c. A description of the services that the subcontractor will provide;
- d. A statement that the Offeror is solely responsible for any payments made to the subcontractor
- e. A commitment to provide services at the specified site if the Offeror is selected;
- f. A non-discrimination statement;
- g. Information on any previous project partnering between the two organizations;
- h. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

3. **Offeror Profile Summary.** Using the form provided in ATTACHMENT TWO, the Offeror must provide a five-year (5) history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. ATTACHMENT TWO may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

***Note: For each proposed subcontractor and/or independent contractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor in accordance with the requirements stated under the cover letter section of this attachment.**

If Arizona licensure is required, any providers proposed at the time of Proposal submission must hold the applicable and valid Arizona licensure. Please submit verification of the service provider's standing with the applicable Arizona licensing board.

Mohave Community College may reject any Proposal if an Offeror's candidate does not meet the minimum requirements for the position that the Offeror proposed the candidate to fill.

4. **Scope of Work.** This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed Proposal must present and explain the Offeror's recommended approach to the project, including method of delivery for the following:

A. Scope of Services

The Offeror must respond to and demonstrate an understanding of the project scope "Scope of Work," and the nature of each activity. The Offeror must make this description as complete and as detailed as possible. The Offeror must describe the Work Plan as to approach, method and specific steps of how Offeror will design and implement the training program.

See Roman numeral III – SCOPE OF WORK for details

5. **Proof of Workers' Compensation Insurance.** The Contractor must carry and show proof of current coverage for Workers' Compensation for all employees, subcontractors and independent contractors under this contract. The Contractor agrees and understands that Mohave Community College shall not provide Workers' Compensation coverage for the contractor, employees of the contractor or any subcontractors. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

Minimum Required Response:

The Offeror must provide proof of Workers' Compensation coverage and must maintain coverage for the term of this contract and any subsequent renewals (a copy of a current certificate) for the following insurance policies:

- Workers' Compensation coverage, as required by Arizona law. This shall cover all employees of the Independent Contractor. Any service providers acting, as subcontractors must also show proof of current Workers' Compensation coverage.

All insurance policies must remain in effect during the term of this contract and any subsequent renewals. The Contractor must continue to provide proof of current coverage for each policy any time a previous certificate expires.

- 6. Insurance and State Registration.** The Offeror must provide proof of insurance and registration on all semi-tractor/trailers and any other vehicles to be used in the program and will continue to provide proof for each item any time the precious certificate/registration expires.
- 7. Financing/Loan Programs.** Offerors must indicate pricing in the form of a fee schedule for pricing of course(s) offered. Offerors should provide Mohave Community College with a detailed explanation of fees charged and any financing or loan programs that would be offered. Information on scholarship programs, if available, is also requested.
- 8. Placement Plan.** The Offeror must complete a detailed placement plan and describe how individuals who complete the course will be able to find job placement.
- 9. Student Data/Marketing.** The Offeror must describe the current student tracking technologies used and your student data by year. (List number of students per year for last 5 years, number of successful completions and number of placements into gainful employment.) Describe your current marketing strategies and any proposed marketing strategies if a partnership with MCC is achieved.
- 10. Student Services:** The Offeror must complete a detailed list of services offered to the students including but not limited to Recruiting, Registration, Tuition Collection, Background/Drug/Vision Testing, Tutoring, etc.
- 11. MCC Requests:** The Offeror must list a complete list of requests that will be made to MCC that may include but are not limited to the following: anticipated classroom size, office space requirements, driving course description, internet and other technology needs, etc.
- 10. Signed Copy of Service Contract.** The offeror must complete the following sections of the Contract provided as ATTACHMENT ONE of this RFP and return the original with its Proposal. DO NOT FILL IN ANY OTHER SECTIONS OF THE CONTRACT FORM:

Page 17

Article 20: Execution
Signature of Contractor
Printed Name of Contractor / Date

- 11. Completed Declarations Statement:** In order to meet this requirement, please complete all sections of this form to include:
 - Disclosure of sub-contractors/Joint Ventures
 - Work or data outside of the U.S.
 - Non-Citizen I-9 requirements
 - Independent Enterprise Statement
 - Contract Performance
 - Conflict of InterestThis Declarations Statement must be signed and dated by a person able to bind the Offeror to the aforementioned requirements.

III. **SCOPE OF WORK: Contractor Scope of Services**

Services from Contractor shall include, but are not be limited to:

Technical Requirements

13. Contractor will design, develop, and deploy a licensed Commercial Driver License (CDL) Training Program, to include basic mandated classroom instruction and behind the wheel instruction that shall include:
 - instruction off the highway & behind-the-wheel BEFORE any on-highway / behind-the-wheel instruction can be offered;
 - behind-the-wheel on off-highway ranges;
 - behind-the-wheel instruction on streets/highways with normal traffic;
2. Contractor will provide curriculum for all training classes:
 - A. Basic** – copy of mandated classroom curriculum for pre-approval:
Contractor will provide MCC with a copy of the mandated classroom instruction for pre-approval. The classroom instruction must cover the following:
 - a. Traffic laws
 - b. Rules and regulations of the Public Utility Commission
 - c. Federal motor carrier safety regulations relating to the operation of trucks, commercial cars, commercial tractors, trailers and semi-tractors, and motor vehicles transporting flammable and/or hazardous cargo
 - d. Federal laws relating to vehicle brake systems, lighting and display of emergency equipment
 - e. Registration and licensing laws
 - f. Special taxes such as the international registration plan, the international fuel tax alliance, and the unified carrier registration system
 - g. Crash reporting and financial responsibility laws
 - h. The effects of driver fatigue
 - i. Safe driving practices
 - j. Courteous driving practices and sharing the road
 - k. Routine services and pre-trip and post-trip inspections and documentation.
 - l. Use of occupant protection devices, including their benefits and effectiveness in motor vehicle collisions
 - m. Emerging commercial motor vehicles safety technologies
 - n. Commercial motor vehicle view limitations, also known as the “no zone”
 - B. Behind-the-wheel** – copy of curriculum for pre-approval;
Contractor will provide Mohave Community College a copy of the behind-the-wheel curriculum for pre-approval. The curriculum will include the following topics:
 - a. Starting
 - b. Stopping
 - c. Turning
 - d. Shifting
 - e. Braking
 - f. Parking
 - g. Docking
 - h. Hooking up and unhooking trailers and semi-trailers
 - i. Display of emergency equipment
 - j. Use of hazard lighting systems
 - k. Checking and servicing the parts of commercial motor vehicles. Pre-trip and post-trip documenting vehicle repair needs.
 - l. Sharing the road.

- m. Safe driving practices
 - n. Proper public thoroughfare railroad grade crossing procedure.
3. Contractor will provide the **screening tool** for the program (e.g., Criteria which trucking companies use to hire).
 4. Contractor will provide an **Agenda** and conduct a **mandatory orientation** meeting prior to each new class to a) describe the training program, b) clearly express expectations for participating students and c) answer any questions.
 5. Contractor will submit a proposed **plan of implementation** of the **program**, as well as a **plan for remedial training**, to include but not limited to, number of hours of training, schedules, hiring, etc.;
 6. Contractor will provide all **supervision** and **personnel** necessary to perform the CDL training services, to educate/coach the selected students, including a **list of qualified proposed staff and their commitment letters**.

Administrative Requirements

7. Contractor will provide all vehicles and equipment (e.g. semis, trailers, etc. to be used in the training program.
8. Contractor may provide remedial training and schedule a re-exam for those who do not pass the exam.
9. Contractor is expected to aid graduates of the program with job placement. Contractor to provide a **proposed plan**;
 - a. Contractor will provide a plan for job placement assistance.
10. Contractor will provide his/her current job placement information in the Proposal (i.e. the number and percentage of those individuals who have already been trained by Contractor and who are placed with an employer after training is completed).

IV. EVALUATION OF PROPOSALS AND CONTRACT AWARD

Proposal Evaluation Method and Criterion. An initial review will be performed by an evaluation team. This evaluation team will review all Proposals for their format and completeness, will rate the Proposals, and come to an agreement on a consensus score based on the following:

Criteria	Does Not Meet	Meets		Total Score
1. Cover Letter on company letterhead, describe legal structure (e.g., AZ Corporation, Sole Proprietor), principle place of business, list of people who prepared RFP including their titles, project representative and contact information (telephone, fax, email);	0	5		
2. Letters of Commitment A. Signed Letter from the Subcontractor and/or Independent Contractor that includes the minimum required response as listed.	0	10		
3. Offeror Profile Summary A. Offeror must provide adequate and qualified personnel; B. Detailed yearly data: number of classes, number of students trained, number of students who have successfully passed AND have had successful placements	0	20		
4. Student Fee to Mohave Community College	0	5		
TOTAL POINTS		40		

Technical Criteria	Does Not Meet	Meets	Exceeds	Total Score
1. Describe the Work Plan as to approach, method and specific steps of how Contractor will design, develop, and deploy a licensed Commercial Driver License (CDL) Training Program, to include basic mandated classroom instruction hours and behind the wheel instruction hours which must include: • Provide instruction off the highway & behind-the-wheel BEFORE any on-highway / behind-the-wheel instruction can be offered; • Provide behind-the-wheel on off-highway range • Provide behind-the-wheel instruction on streets/highways with normal traffic	0	20	40	
2. Contractor will provide curriculum for all training classes:				
13. Basic – copy of classroom curriculum for pre-approval;	0	10	20	
B. Behind-the-wheel – copy of curriculum for pre-approval;	0	10	20	
3. Contractor will provide screening tool for program;	0	5	10	
4. Proposed agenda for mandatory orientation meeting prior to each new class to: A. Describe training program; B. Clearly express expectations from participants; C. Answer any questions;	0	5	10	
5. Contractor will submit a proposed plan of implementation of the program , as well as a plan for remedial training , to include but not limited to, number of hours of training, schedules, hiring, etc.;	0	10	20	
6. Contractor will provide all supervision and personnel necessary to perform the CDL training services, to educate/coach students, including a list of qualified proposed staff and their commitment letters ;	0	5	10	
TOTAL POINTS		65		

7. Plan for aid with job placement assistance. Contractor to provide a proposed plan AND provide a report on job placement after program competition;	0	10		
TOTAL POINTS		10		

Reporting Criteria	Does Not Meet	Meets		Total Score
14. Contractor will provide his/her current job placement information in the Proposal (i.e. the number and percentage of those individuals who have already been trained by Contractor and who are placed with an employer after training is completed).	0	5		

GRAND TOTAL		120		
--------------------	--	------------	--	--

Rejection of Proposals. The Evaluation Team may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, takes exception to the specifications or requirements, or that the Evaluation Team believes is not in the College's best interests. Additionally, Mohave Community College may cancel this RFP, reject all the Proposals, and seek services through a new RFP or other means.

Evaluation and Award. The Evaluation Team will review all Proposals for format and completeness. The Evaluation Team may reject any incomplete or incorrectly formatted Proposal, though they may also elect to waive any immaterial defects or allow an Offeror to submit a correction if Mohave Community College believes that is in the College's interests and will not cause any material unfairness to other Offerors.

It is the intent of Mohave Community College, as a result of this RFP to make an award to one contractor for services; however, multiple awards may result from this RFP. Mohave Community College reserves the right to award in the best interest of the College.

Contract Award. The Contract shall be awarded to the responsive and most responsible Offeror meeting all Proposal specifications and requirements of this RFP. Mohave Community College reserves the right to award in the best interest of the College. Upon award of the Contract, the College will issue an award letter to the selected Contractor. The Contract will not be binding on the College until the College's duly authorized representatives sign the Contract and all other prerequisites identified in the Contract have occurred. The selected Contractor will receive an executed copy of the contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT ONE: SERVICE CONTRACT
CONTRACT
BETWEEN
MOHAVE COMMUNITY COLLEGE
Office of Extended Campus/Distance Education

And

THIS AGREEMENT is made and entered into effective _____ by and between **MOHAVE COMMUNITY COLLEGE, Office of Extended Campus/Distance Education** (hereinafter collectively referred to as "College") located at **1971 Jagerson Ave. Kingman, AZ 86409** and _____ (hereinafter referred to as "Contractor"), located at _____ (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to provide ~~Commercial~~ **Driver License (CDL) Training**, to the Agency;

WHEREAS, College may enter into agreements with contractors to effectuate the purposes for which College was created;

WHEREAS, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by College; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF CONTRACT

13.3 Contractor shall not be employed by the College. Contractor will be offering the services and/or goods rendered under this Contract as an independent business. Mohave Community College reserves the right to cancel this Contract at any time.

13.3 Mohave Community College enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

- 13.3 Contractor shall provide services and/or goods and College shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 13.3 All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 13.3 College may, from time to time, communicate specific instructions and requests to Contractor concerning the work described in this Contract. Contractor shall comply with such instructions and fulfill such requests to the College's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Mohave Community College retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent entity and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Mohave Community College.

ARTICLE 2: TIME OF PERFORMANCE

- 2.1 This Contract shall remain in effect for a three year term.
- 2.2 This Contract shall expire on **June 30, 2016**.

Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 14 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract. **This contract may be renewed for two (2) optional one-year terms.**

ARTICLE 3: TERMINATION OF CONTRACTOR'S SERVICE S AND/OR GOODS

- 3.1 Mohave Community College may, at any time under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.
Conclusions resulting therefrom and any other matters Agency requires.
- 3.2 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against College by reason of such termination.
- 3.3 Contractor may terminate this Contract upon 90 days prior written notice to Mohave Community College.
- 3.4 The Contractor and Mohave Community College may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 3.5 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up an indefinite time after the termination of this Contract, for cause, by Mohave Community College.

ARTICLE 4: RELATIONSHIP OF PARTIES

- 4.1 Mohave Community College and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Mohave Community College solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- 4.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 4.3 While Contractor shall be required to provide services and/or goods described hereunder for Mohave Community College during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Mohave Community College shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 4.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 4.5 License number _____. The Contractor will maintain any professional licensing required to fulfill the Contract.
- 4.6 The Contractor agrees to comply with College standards and with safety rules and procedures. Due to College security requirements, the College staff may require the Contractor to document when the Contractor or any subcontractor is on College property.
- 4.7 The Contractor understands and agrees that Mohave Community College expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at the College's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 4.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the College.

ARTICLE 5: RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Mohave Community College as the College may reasonably require.

ARTICLE 6: RELATED AGREEMENTS

- 6.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without the College's approval for the purchase of articles, supplies, components, or special mechanical services which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Mohave Community College. All work subcontracted shall be at Contractor's expense.
- 6.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Mohave Community College to terms inconsistent with, or at variance from, this Contract.
- 6.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Mohave Community College, to perform substantially identical work in Mohave County such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 6.4 Contractor shall furnish to Mohave Community College a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 7: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 7.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this

Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

- 7.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Mohave Community College in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the College shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE 8: NONDISCRIMINATION OF EMPLOYMENT

- 8.1 Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 8.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.
- 8.3 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 9: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 9.1 Mohave Community College shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the College shall be subject to copyright by Contractor in the United States or any other country.
- 9.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 10: LIABILITY

- 10.2 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 10.3 Contractor agrees, at its own cost, to maintain workers' compensation as required by Arizona law.

ARTICLE 11: COMPLIANCE WITH LAWS

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE 12: DRUG FREE WORKPLACE

Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 13: ENTIRE AGREEMENT/WAIVER

- 13.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 13.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 13.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 14: NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE 15: HEADINGS

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

ARTICLE 16: SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 17: CONTROLLING LAW

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona and only Arizona courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

ARTICLE 18: ASSIGNMENT AND DELEGATION

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the College. Any assignment or delegation not consented to may be deemed void by the College.

ARTICLE 19: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 20: EXECUTION

This Contract is not binding upon Mohave Community College unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor:	
Printed Name of Contractor:	Date:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT TWO: OFFEROR PROFILE SUMMARY

CANDIDATE: (Insert company name)

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

ATTACHMENT THREE: DECLARATIONS STATEMENT

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to this Attachment, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of Mohave Community College. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of Mohave Community College, will be deemed as a default. If a default should occur, Mohave Community College will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

_____ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

_____ (Company) agrees that it (and any personnel or independent Contractors provided for performance of this contract) is a separate and independent enterprise from Mohave Community College; and, that this contract does not constitute any joint employment relationship between (_____, and its representatives and Mohave Community College, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DECLARATION STATEMENTS (Continued)

Contract Performance. The Bid must provide the following information for this section for the past seven years. Please indicate yes or no in each column. If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bid has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.

Conflict of Interest.

The Bidder must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team. ***The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance, and the best interests of the College.***

I attest that I am a representative of the organization listed in this bid and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title: _____

Signature: _____

Organization: _____

Date: _____

