

Solicitation No: RFP #10-2425
Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

Date	October 30, 2024
Materials/Services Requested	Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions
Pre-Proposal Conference and Time (Non-Mandatory)	November 13, 2024, 2024 at 2:00 PM (local time)
Pre-Proposal Conference Location Virtual	Meeting ID: meet.google.com/rfo-nsai-kzb Join by phone: (US) +1 219-501-0337 PIN: 696 327 064#
Due Date and Time	December 2, 2024, no later than 3:00 PM (local time)
Opening Location and Time	Public opening of the proposals will be held virtually immediately following the deadline for receipt. Participants may use the following details to join: Meeting ID: meet.google.com/scd-onmd-crj Join by phone: (US) +1 636-373-8820 PIN: 910 875 207#

In accordance with procurement policy outlined in Mohave Community College (MCC) Procurement Manual, competitive sealed proposals for the materials or services specified, will be received by Mohave Community College at the above specified location, until the date and time cited. Proposals received by the correct time and date shall be publicly recorded. All other information contained in the Proposals shall remain confidential until an award is made. **Physical, faxed or emailed proposals are not acceptable. Electronic submission is required.**

The contract period shall be for one (1) year with an option to renew for up to three (3) years.

One (1) electronic Proposal is requested. The College will not be responsible for the pre-opening of, post-opening of, or failure to open a Proposal that is not properly submitted. Proposals in response to this solicitation shall be submitted electronically and received on or before the due date and time indicated above.

LATE PROPOSALS SHALL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission. It is the responsibility of the Offeror to routinely check for Solicitation Amendments. Additional instructions for preparing a proposal are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Solicitation Contact:

Carol Yi
Procurement Director

All inquiries related to this solicitation shall be in writing and submitted via the "Vendor Discussions" tab in the Bonfire portal, no later than 3:00 PM on November 20, 2024.

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1. The documents referenced within this solicitation are available at the following websites:

Arizona Administrative Code (A.C.C.)

www.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/>

Arizona Transaction Privilege and Use Tax Rates

<https://www.aztaxes.gov/Home/Address>

E-Verify

<https://www.e-verify.gov/>

Mohave Community College Procurement Policy Manual

<https://www.mohave.edu/assets/2024/07/Procurement-Manual-08-28-24.pdf>

Public Law

<https://www.congress.gov/public-laws/118th-congress>

Uniform Commercial Code, as adopted by the State of Arizona

<https://www.azleg.gov/arsDetail/?title=47>

Web Content Accessibility Guidelines (WCAG) 2.0

<http://www.w3.org/TR/2008/REC-WCAG20-20081211/>

Web Content Accessibility Guidelines (WCAG) 2.1

<http://www.w3.org/TR/WCAG21/>

2. Definition of Terms

To be consistent in the application of these terms, for the purposes of this Solicitation and any resulting Contract, the following definitions shall apply.

1. "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the response.
2. "*Contract*" means the combination of the Solicitation, including the Special Terms and Conditions, Standard Terms and Conditions and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. "*Contract Amendment*" means a written document signed by the Procurement Officer issued for the purpose of making changes to the Contract.
4. "*Days*" means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
5. "*College*" means the College that executes the Contract.
6. "*College Representative*" means a College employee or the Board of Governors acting within the limits of the College Representative's authority. There may be more than one appointed for different purposes and different procurements.
7. "*Exhibit*" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

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8. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
9. "*Offer*" means a response to a solicitation.
10. "*Proposal*" means a response to a request for proposals and includes an offer to contract with the College.
11. "*Procurement Officer*" means the person, or his or her designee, duly authorized by the College to enter into and administer Contracts and make written determinations with respect to the Contract.
12. "*Responsible Offeror*" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.
13. "*Responsive Offeror*" means the Offeror who submits an offer that conforms in all material respects to this Solicitation, including the Instructions, Term and Conditions, Plans and Specifications, which are incorporated herein by this reference.
14. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), a Request for Qualifications ("RFQ"), or any other invitation or request issued by the College to invite a person to submit an offer.
15. "*Solicitation Amendment*" means a change to the Solicitation issued by the Procurement Officer.
16. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
17. For the purposes of this RFP, the use of:
 - A. permissive "*may*" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101. For clarity of intent, any right given to MCC "may" or a like construction, denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that MCC's discretion extends to whatever is in the best interest of MCC;
 - B. imperative "*shall*" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101. Conversely, the phrase "*shall not*" is to be interpreted as an imperative prohibition;
 - C. the term "*must*" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must*, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;
 - D. the term "*might*" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
 - E. the term "*will*" or the phrases "*is to be*" or "*are to be*" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "*shall*" is either unnecessary or irrelevant in that instance.

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1. Purpose

- 1.1 This solicitation is intended to establish an offer agreement(s) to provide Mohave Community College (MCC) with various educational and equipment solutions, as the College has requested herein pursuant to a resulting executed and effective agreement. As defined by the Mohave Community College Standard Terms and Conditions (STC), this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Mohave Community College.
- 1.2 MCC reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such a restriction, MCC will evaluate if an award on such a basis will result in the best value and is in the best interest for the College. MCC may otherwise determine, at its sole discretion, that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. Background

- 2.1 Mohave Community College operates four campuses, one additional educational and teaching center, and one downtown Kingman office located in the county of Mohave in northwestern Arizona. The college is a multi-dimensional operation conducting education, training, and public service programs.
- 2.2 The College's new Advanced Manufacturing Training Center (AMTC) is currently under construction and will be located at 4415 N. Windrose Lane, Kingman, AZ 86401. CORE Construction is the Prime General Contractor. Final completion for the building is anticipated in mid-2025 with students occupying it for instruction for the Fall Semester.
- 2.3 The AMTC will be a non-traditional, modern teaching facility that provides new opportunities for instruction, recruitment, and retention of a skilled workforce for Mohave County. The AMTC program has been designed to foster community involvement by establishing an environment conducive to cross-pollination of course content through project-based learning experiences, ideas and resources – inspiring synergy among students and industry leaders. 12-16 students are anticipated in class at any given time for the following programs:
 - 2.3.1 **Welding Program.** Provides an in-depth, hands-on training experience designed to prepare students for high-demand careers in welding and metal fabrication. This program caters to individuals interested in building practical, versatile skills that meet industry standards. Through a combination of classroom instruction and hands-on lab work, students acquire proficiency in various welding techniques, including Shielded Metal Arc Welding (SMAW), Gas Metal Arc Welding (GMAW), Gas Tungsten Arc Welding (GTAW), and Flux-Cored Arc Welding (FCAW).
 - 2.3.1.1 Comprehensive Training: The curriculum covers foundational and advanced welding processes, metallurgy, blueprint reading, and fabrication techniques. Students learn to interpret welding symbols, understand technical drawings, and practice precision in layout and measurement.
 - 2.3.1.2 Safety and Standards Compliance: Safety is a core focus, with all courses emphasizing proper safety protocols and equipment handling. Students learn industry-specific safety regulations and how to maintain a hazard-free working environment, a critical skill for any professional welder.
 - 2.3.1.3 Modern Facilities and Equipment: MCC provides access to industry-standard welding machines, tools, and workstations, allowing students to refine their skills in a realistic setting.
 - 2.3.1.4 Certifications and Industry Alignment: Students are trained to prepare for certifications through the American Welding Society (AWS) and other recognized institutions, enhancing employability and career prospects.

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- 2.3.1.5 **Career-Ready Skills:** Graduates are equipped to pursue welding careers across sectors, including construction, manufacturing, repair, and specialized welding. Skills are transferable to fields like automotive, aerospace, and structural engineering.
- 2.3.1.6 **Experienced Instructors:** Instructors bring substantial field experience, offering mentorship and real-world insights that enrich students' understanding of the welding trade.
- 2.3.2 **Fabrication Program.** Prepares students for dynamic careers in both traditional metal fabrication and specialized HVAC fabrication practices. This program will appeal to students who are interested in working hands-on with metal, creating structures, ductwork, and components used across manufacturing, construction, and HVAC industries. With a curriculum that blends core fabrication skills with industry-specific techniques, students will be equipped to meet the demands of a variety of fabrication roles.
 - 2.3.2.1 **Core Curriculum** will introduce students to metalworking fundamentals, blueprint reading, and shop safety. Students will start with essential skills in layout, measurement, and material selection, learning to interpret technical drawings and perform precise measurements that are vital to accurate fabrication. Welding techniques, including MIG, TIG, and stick welding, will provide a foundation in metal joining, while cutting practices such as oxyacetylene, plasma cutting, and shearing will enable students to prepare materials accurately.
- 2.3.3 **HVAC Program.** Provides comprehensive training in heating, ventilation, air conditioning, and refrigeration, preparing students for rewarding careers in residential and commercial HVAC/R fields. This hands-on program is ideal for students seeking to develop a practical skill set that aligns with industry standards and technology advancements. Through a blend of classroom instruction, lab work, and field training, students gain a thorough understanding of HVAC/R systems and the skills necessary to install, maintain, and repair complex heating and cooling systems.
 - 2.3.3.1 **Comprehensive Training:** The curriculum covers essential topics, including thermodynamics, refrigeration cycles, electrical systems, and diagnostics. Students learn to interpret technical manuals, understand HVAC design concepts, and troubleshoot system components.
 - 2.3.3.2 **Safety and Standards Compliance:** Emphasizing safety, each course teaches students how to handle refrigerants safely, follow EPA regulations, and adhere to OSHA standards, essential for ensuring a safe work environment.
 - 2.3.3.3 **Modern Facilities and Equipment:** MCC provides access to up-to-date HVAC/R equipment and tools, including industry-standard diagnostics systems, multi-stage compressors, and advanced thermostats, allowing students to practice on systems similar to those found in the field.
 - 2.3.3.4 **Certifications and Industry Alignment:** The program prepares students for industry-recognized certifications, including EPA Section 608 and OSHA 10 certifications, boosting graduates' employability and potential career advancement.
 - 2.3.3.5 **Career-Ready Skills:** Graduates will be equipped to enter the HVAC industry, with skills applicable to installation, repair, maintenance, and system optimization for energy efficiency, serving a variety of sectors from residential to commercial and industrial.
 - 2.3.3.6 **Experienced Instructors:** Instructors are experienced professionals with industry certifications and years of field expertise, providing students with invaluable mentorship and real-world insights into HVAC/R work.

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- 2.3.4 **Robotics and Automation Program.** Provides students with the technical expertise and practical skills required to excel in industrial automation and robotic technologies. This program will be tailored for those looking to engage in the fields of manufacturing, logistics, automotive, and other sectors where automation and robotics play a pivotal role. Combining hands-on experience with in-depth theory, students will learn to design, operate, and maintain both automated systems and advanced robotic technologies.
- 2.3.4.1 Core Curriculum will cover automation fundamentals, robotic mechanics, programmable logic controllers (PLCs), and industrial control systems. Students will gain a foundational understanding of robotics, motion control, and the integration of automated systems, learning to program and troubleshoot these systems in practical lab settings. Courses on robot kinematics, sensor technology, and system integration enable students to apply automation to diverse applications, making them adept at enhancing efficiency and precision in industrial processes.
- 2.3.5 **Manufacturing Technology Program.** Equips students with the skills and knowledge needed to succeed in today's advanced manufacturing environments. This program will be designed for those interested in careers within industries such as automotive, aerospace, electronics, and industrial machinery, where advanced manufacturing techniques drive efficiency and innovation. With an emphasis on hands-on training and a solid grounding in manufacturing principles, students will learn to operate, program, and maintain both traditional and modern manufacturing systems.
- 2.3.5.1 Core Curriculum will include manufacturing fundamentals, mechanical systems, precision measurement, and quality control. Students will gain foundational skills in blueprint reading, materials science, and the properties of metals and composites, all of which are critical for understanding production processes. Courses in computer-aided design (CAD) and computer-aided manufacturing (CAM) will enable students to work with digital design and production tools, preparing them to take designs from concept through to finished product.
- 2.3.6 **Industrial Maintenance Program.** Prepares students to address the vital needs of modern manufacturing and industrial settings, where reliable machinery performance is essential for uninterrupted production. This program will be designed for individuals seeking careers focused on the maintenance, troubleshooting, and repair of the intricate systems that drive production facilities, warehouses, and other industrial environments. With an emphasis on hands-on training, students will gain the skills needed to keep complex machinery operating efficiently and safely.
- 2.3.6.1 Core Curriculum will encompass industrial mechanics fundamentals, electrical systems, hydraulics and pneumatics, and equipment diagnostics. Students will learn to interpret blueprints, schematics, and technical manuals, equipping them with the knowledge to diagnose issues and conduct maintenance that prevents costly failures. Courses in programmable logic controllers (PLCs) and automation controls will deepen their understanding of electronic systems that control machinery, while focused instruction in hydraulics and pneumatics will provide essential skills for managing the fluid-powered systems used across many industries.
- 2.3.7 **CAD Programming Program.** Equips students with the skills to excel in computer-aided design (CAD) for industrial and commercial applications, preparing them for roles in fields such as manufacturing, construction, engineering, and product design. This program will be ideal for students interested in translating complex concepts into precise, actionable designs used to produce everything from consumer goods to commercial infrastructure. With hands-on training in industry-standard CAD software and a focus on practical applications, students will learn to create, modify, and optimize detailed digital models.

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2.3.7.1 Core Curriculum will include CAD fundamentals, technical drafting, and design principles. Students will start by learning the basics of CAD software, interpreting technical drawings, and understanding the fundamentals of design for manufacturability. Courses in 2D and 3D modeling will provide students with essential skills for creating accurate representations of parts and assemblies, preparing them to work on everything from small components to large industrial systems.

2.3.8 **Makerspace.** This area will serve as a dynamic, collaborative environment designed to empower students, entrepreneurs, and community members with tools, resources, and support for hands-on innovation and creativity. The Makerspace will offer access to a range of cutting-edge fabrication technologies, enabling users to bring their ideas to life through experimentation and prototyping across disciplines like engineering, design, digital arts, and manufacturing.

2.3.8.1 Facilities and equipment in the Makerspace will include a diverse selection of industry-standard tools and technologies. 3D printers and scanners will enable rapid prototyping, allowing users to design, test, and refine their ideas in tangible form. CNC machines and laser cutters will be available for high-precision work on metals and plastics, while a suite of electronics workstations will provide resources for circuit building and testing. Traditional hand and power tools, along with specialized metalworking stations, will round out the facilities, providing flexibility for various creative projects.

3. Objective

- 3.1 The AMTC will serve as an extension of the classroom; a place where students will complete course projects, perform experiments, and collaborate on teams bringing different perspectives to concepts and solutions. Teaching and learning will occur in a robust, engaging environment that emphasizes critical training required for advanced manufacturing industries. The facility will provide both for-credit and noncredit offerings.
- 3.2 The AMTC will offer various manufacturing and production short-term credentials that meet the workforce needs of current and new industries and create highly skilled individuals. These skills will translate into economic goals for creating a new Workforce of skilled laborers to meet future industry needs.
- 3.3 In order to fully meet the design and educational mission, the overall goal is an integration of curriculum and equipment that educates students from an introduction to mastery with theory, demonstration, performance, and the ability to assess processes. This is separated into two (2) categories: Training and Equipment.
 - 3.3.1 Training includes items designed specifically to provide training to students in a field; and
 - 3.3.2 Equipment includes items designed for industry use.
 - 3.3.3 Corresponding curricula is not required in section 4, Educational Training Areas and Related Equipment Solutions for the following areas: 4.2.1, 4.3.1, 4.4.2.1, 4.5, 4.6 and 4.7.
- 3.4 The programs and items outlined should include physical curriculum, online and/or digital curriculum, the ability to customize and outfit specialized Training Stations, along with supply specialized equipment. MCC currently uses Canvas for its Learning Management System; compatibility is preferred, but not required.
- 3.5 It is understood that many options and configurations exist; the College is seeking the best options for student success and overall value. Solutions that can teach identical information to up to four (4) students independently and simultaneously are preferred.

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- 3.6 It is essential that the size, weight, electrical requirements, special tools required, adherences to particular specifications or qualifications (LEED, ANSI, SACA, NIMS, Energy Star, etc.). The College recognizes that some items will be stationary and mostly unmovable, but the intent is to have equipment that is mobile and interchangeable without sacrificing educational quality to the greatest extent possible. For example, if two stations are identical in all other facets, one that is the most mobile shall be preferred.
- 3.7 Unless specifically outlined, skill-building solutions should be brand agnostic and provide a holistic perspective on the skill(s) to be learned, independent of the unique attributes or idiosyncrasies of a particular brand or model used in the industry. If a solution is brand-specific, it must be clearly identified.

4. Educational Training Areas and Related Equipment Solutions

4.1 Manufacturing Area

4.1.1 The goal in this space is for hardware, training stations, specialized equipment, software, and curriculum to support providing manufacturing training in the following skill sets and/or groups. Student learning outcomes are primarily important, although portability and reconfigurability of the trainers and the lab space is also especially critical. The various items requested in this area include:

4.1.1.1 Fundamental Skills

4.1.1.2 Electrical/Electronics

4.1.1.3 Programmable Logic Controllers (PLC)

4.1.1.4 Solar/Renewable

4.1.1.5 Mechanical

4.1.1.6 Fluid Power (Hydraulics and Pneumatics)

4.1.1.7 Machining

4.1.1.8 Robotics/Mechatronics

4.1.1.9 Introductory Level Robotics and Automation

4.1.1.10 Construction based robotics platforms utilizing autonomous or non-autonomous guidance and camera systems for reality capture and inspection purposes.

4.2 Fabrication Area

4.2.1 This area will be used to train skills in fabrication of steel, stainless steel, and aluminum ranging in thickness from thin sheet to plate and various tubular structures. It will also provide space for the HVAC program to fabricate ductwork and sheet metal structures. *This section does not require curriculum.* Equipment requested includes:

4.2.1.1 Welding Equipment

4.2.1.2 Cutting / Grinding Equipment

4.2.1.3 Pipe / Tube Specific Equipment

4.2.1.4 Other / General Equipment

4.2.1.5 Sheet Metal Fabrication Equipment

4.3 Welding Area

4.3.1 The welding area will be arranged with sixteen (16) stationary welding booths around the room's perimeter, with sanding, grinding, and prep tables down the center. The intent is to outfit all booths with multi-process machines to allow flexibility and reconfiguration with as little equipment movement as possible. The intent is to install point-of-use gas mixers to allow

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full blending of CO2 and Argon at every station, independently. Smoke and fumes will be handled via centralized dust / fume collector with extraction arms at every station. *This section does not require curriculum.* New equipment requested includes:

4.3.1.1 Multi-Process Welding Power Supplies, Wire Feeders, and Accessories

4.3.1.2 Specialized Welding Equipment

4.3.1.3 Cutting / Grinding / Material Prep equipment

4.4 HVAC-R Area

4.4.1 The HVAC-R area will have stricter guidelines on manufacturer / model of equipment which are identified herein. Desired manufacturers include Daikin, Amana, Carrier, American Standard, Hoshizaki, Iceomatic, Scotsmen, Manitowoc and True. All systems must be A2L Compliant.

4.4.2 All equipment listed is required to accomplish analyzing the refrigeration cycle, refrigerants, oils, process maintenance protocols, manage heating systems, build ducting, analyze air flow, and assess refrigerator, freezer, and ice machine systems.

4.4.2.1 HVAC-R Equipment. *This section does not require curriculum.* Specific systems requested as follows:

4.4.2.1.1 Ductless Split- 2 port with indoor air handler

4.4.2.1.2 Ductless Split

4.4.2.1.3 Residential Heat Pump Split System with supplemental heating 5k

4.4.2.1.4 Residential Gas Heat Split System

4.4.2.1.5 Commercial Gas Heat Split System

4.4.2.1.6 Commercial Heat pump Split System

4.4.2.1.7 Residential Package Heat Pump Unit

4.4.2.1.8 Residential Gas Package Unit

4.4.2.1.9 Commercial Heat Pump Multistage Pack Unit

4.4.2.1.10 Commercial Gas Pack Multi-Stage Unit

4.4.2.1.11 Water cooled package ice machine

4.4.2.1.12 Air cooled package ice machine

4.4.2.1.13 Air-cooled remote ice machine

4.4.2.1.14 Top mount pass-thru reach-in refrigerator

4.4.2.1.15 Top mount pass-thru reach-in freezer

4.4.2.1.16 6' x 8' low temp walk-in - 230V - 2.0HP Condenser Matching System

4.4.2.2 HVAC-R Training Stations.

4.5 Computer Lab and Office Equipment

4.5.1 The contractor will provide items that correspond with the AMTC Technology Lab and Office's electronic needs such as TV/display screens, color laser printers, large-format inkjet printer/cutter, PC workstations, 4K UHD monitors and corresponding mounts, accessories and cabling required. *This section does not require curriculum.*

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4.6 Makerspace Equipment

4.6.1 The contractor will provide items that correspond with the equipment and electronic needs such as laser engravers, 3D printers and scanners, and 3-axis mill / router. *This section does not require curriculum.*

4.7 Miscellaneous Fixtures and Furnishings

4.7.1 The contractor will provide miscellaneous fixtures and furnishings items defined in the categories herein to accommodate various office spaces and conference areas. *This section does not require curriculum.*

Category	Description
1. Chairs/Seating	Task/Work, Executive, Guest/Side, Folding, Conference Room, Stackable, Training Room, Reception/Lounge, Stools, Couches, Auditorium Seating, Theater Seating (stationary/portable), Other <i>Specifically:</i> metal stools, plastic stackable chairs, compass ten piece lounge seating group, loft bar height table and two chair set. Conference items should accommodate a minimum of 12 people.
2. Free Standing Tables	Height Adjustable tables, Training, Conference Room Tables, Small Office Tables, Side Tables, Dining Tables, Credenzas, Reception, Laminate, Wood, Steel, Other <i>Specifically:</i> gray 60" round tables, 72 x 36 steel assembly tables with bottom shelf, 72 x 36 mobile heavy duty laminate packing tables, mobile pedestal computer work desks
3. Systems/Modular Furniture	<i>Systems Furniture, Fabric Panels-Monolithic, Fabric Panels-Frame and Tile, Organization Accessories, Lighting, Electrical components, Signage, Other</i>
4. Free Standing Desks / Casegoods	Steel Casegoods, Wood Casegoods, Laminate Casegoods, Other <i>Specifically:</i> Shelving and Storage, 48 x 18 x 60 boltless shelving for storage areas; 36 x 18 x 72 heavy duty steel shelving; industrial clear view cabinets 36 x 24 x 72 black; flammable storage cabinets
5. Filing and Storage	<i>All lateral and vertical file cabinets, metal or wood storage cabinets, lockers, mailroom organizer and storage systems and any form of counter level or full-size filing or storage related furniture that would not fall under the case good category.</i>
6. Classroom/Special School Furniture	<i>Desks, Chairs, Tables, Cafeteria, Library, Early Education, Auditorium, Dorm, Locker Room Furniture, Other</i>
7. Non-catalog Solutions	Any furniture related items which do not apply to the above listed categories but must still remain within the scope of this RFP. <i>Specifically:</i> Porcelain marker board and magnetic fabric bulletin board

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5. Mandatory Requirements

- 5.1 Offeror(s) shall provide a broad range of products, software and/or curricula with related customer support and delivery services to meet the objectives outlined herein.
- 5.2 Offeror(s) must identify all technical requirements for software products being offered. Specifications sheets will be required to determine compatibility with current College IT systems.
- 5.3 Offeror shall also provide available evidence of externally obtained industry standard security audits such as a SOC2 upon request. The awarded contractor(s) shall provide access to all security logs [to be completed].
- 5.4 Offeror(s) must be Authorized Dealers of the manufacturer brand(s) in the State of Arizona. The equipment and furnishing items outlined herein include the actual manufacturer's product, all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, design and configuration of the manufacturer's product. Offerors shall make available a complete line of business of a manufacturer's products at a "percent discount off list MSRP." MSRP pricing must be provided, any changes to the MSRP pricing shall follow the provisions outlined in Special Terms and Conditions, section 10, Discount Off Catalog or Manufacturer List Price.
- 5.5 All corresponding curriculum offerings shall include the following:
 - 5.5.1 Book title, author, copyright dates, ISBN number and net price
 - 5.5.2 Supplemental materials that are basic to the use of the text
 - 5.5.3 Information on all available resource/ancillary materials
 - 5.5.4 Information regarding the condition under which teacher editions and resource packages will be furnished (i.e., gratis @ 1 per 30)
 - 5.5.5 Include a current product catalog w/submission
 - 5.5.6 Include a document to show how both digital and textbook materials are correlated to Educational Training Areas and Related Equipment Solutions identified in section 4.
- 5.6 Publishers shall provide training on how to effectively use the curriculum and ancillary materials at **no cost** during the 1st year of implementation.
- 5.7 Publisher represents that print materials and/or digital resources/materials proposed and potentially delivered under this contract award through a College purchase order, shall conform to, at a minimum, the standards for accessibility as outlined by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 704d), and its implementing regulations (36 C.F.R. § 1194), or Web Content Accessibility Guidelines (WCAG) 2.0 (minimum of Level AA conformance). If any portion of the proposed materials do not conform to the aforementioned standards of accessibility, publisher agrees to provide a written explanation of the reason for non-conformance, and grants permission to the College to create accessible versions for students who meet the appropriate copyright criteria. For additional information, please refer to <http://aem.cast.org>.

6. Supplemental Curriculum Materials

- 6.1 Digital resources compatible with smart phones for teachers and students (both Android and iOS) in addition to desktops, laptops, and tablets (again, for various operating systems)
- 6.2 User-friendly Teacher Edition
- 6.3 Editing, import and export flexibility of materials
- 6.4 Online platform that encourages and automates sharing among teachers within the College
- 6.5 Online platform with SSO option

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- 6.6 Online platform that encourages feedback on effectiveness of materials and lessons, and periodically updates materials in response to user feedback.
- 6.7 Ability to communicate with Canvas for easy migration/updating of classes students
- 6.8 Tools for differentiation, remediation, and enrichment, including Gifted Learners, English Language Learners, and Students with disabilities
- 6.9 Differentiation options for students with varied levels of reasoning abilities
- 6.10 Editable/customizable assessment banks with standards and depth of knowledge clearly identified (for standards-based assessment)
- 6.11 Student self-assessment, growth/tracking charts, and reflection tools
- 6.12 Online programs that can be used by students to identify areas of need/weakness by standard Guided Inquiry and Inquiry labs with teacher notes and grading rubrics
- 6.13 Extensive student practice opportunities for concept recovery by standard
- 6.14 Assessments provided for Project-Based Learning, with rubrics

7. Required Compatibility – Curriculum / Software

- 7.1 Curriculum shall be compatible with the current operating system, currently Microsoft Office Windows 10.
- 7.2 The curriculum shall utilize an SSL connection.
- 7.3 The curriculum shall be compatible with the current version of standard web browsers, including but not limited to Microsoft Edge, Firefox, Google Chrome and Safari.
- 7.4 Curriculum is provided with any hardware or software required for functionality. No additional license is required to make the system functional.

8. Additional College Campus and Site Locations

Mohave Community College learning environments and office locations are found at five (5) physical campuses/teaching centers, one (1) community outreach location. Campus/Learning Centers are identified herein.

8.1 Bullhead City Campus

3400 Highway 95
Bullhead City, AZ 86442

8.2 Lake Havasu City Campus

1977 Acoma Blvd.
West Lake Havasu City, AZ 86403

8.3 Neal Campus - Kingman

1971 Jagerson Ave.
Kingman, AZ 86409

8.4 North Mohave Campus

480 South Central
Colorado City, AZ 86021

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8.5 **Detroit Avenue Center**

1801 Detroit Ave.

Kingman, AZ 86401

8.6 **Kingman Beale Street**

309 E Beale St

Kingman, AZ 86401

9. **Samples**

9.1 The offeror shall send all sample material for consideration to the following individual(s) listed below. If online viewing is required, directions including username and password shall also be provided.

9.1.1 Jason Gee

Dean of Instruction, Career and Technical Education

Bullhead City Campus

3400 Highway 95

Bullhead City, AZ 86442

9.2 The specific textbook being proposed shall be clearly identified. If digital samples are provided, a username and password will be necessary for evaluation.

9.3 **Samples must be received by December 2, 2024.** Submitted materials shall be for evaluation purposes only. They will not be returned unless pre-paid delivery materials are included from the offeror. MCC will not incur any charges or costs associated with the return of any samples provided.

10. **Project Quote – Equipment**

10.1 The College will require a detailed quote from the contractor when a furnishing and/or equipment integration project is requested. The contractor shall be expected to provide written quotes and schedules for delivery at no cost to the College.

10.2 The contractor shall measure carefully and check all dimensions and other conditions in the field to ensure the proper fit in the areas designated. The contractor shall be totally responsible for the accuracy of its measurements. No request for material or installation extras will be considered by the College because of measurement or takeoff errors by the Contractor.

10.3 No markups shall be permitted. The College requests a discount for equipment and materials, as outlined in the RFP. The firm shall provide equipment and/or materials at cost or provide a discount for current published retail/shelf/catalog pricing. A zero discount shall be considered responsive.

11. **Repair and Replacement Parts**

11.1 Repair or replacement of parts for existing equipment may be accomplished by the Contractor using parts other than original equipment manufacturer (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturers and require College approval and acceptance.

12. **Delivery**

12.1 Delivery is defined as transportation of the products from the local distribution site to the College site. Delivery shall be made by drop shipment or delivery with installation, if requested.

12.2 A timetable for delivery shall be provided by the Contractor at the time of quote.

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- 12.3 Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote.
- 12.4 Emergency or rush delivery requests by the College that require special shipping and handling charges may be at the College expense, but only with prior written approval from the College. Approved emergency or rush delivery shipping charges shall be added to an invoice as a separate line item.
- 12.5 In the event an emergency or rush delivery is required as the result of an error on the Contractor's part all shipping and handling charges shall be the responsibility of the Contractor.
- 12.6 Contractors are required to hold the product for up to 45 days without any additional charge if there are any unforeseen delays outside the control of the College.

13. Warranty – Furniture

The Contractor must warrant the furniture products and materials (excluding fabric) provided, as outlined herein. Mohave Community College shall not be charged any additional amount when these items are under warranty.

- 13.1 Chairs/Seating – Minimum of ten (10) years-structural and mechanical
- 13.2 Free Standing Tables – Minimum of ten (10) years
 - 13.2.1 The mechanism for height adjustable tables must be at least seven (7) years
- 13.3 Systems / Modular Furniture – Minimum of ten (10) years
- 13.4 Free Standing Desks / Caseworks – Minimum of ten (10) years
- 13.5 Storage - Minimum of ten (10) years
- 13.6 Non-catalog Items – will vary
- 13.7 Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- 13.8 Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

14. Maintenance, Updates and Upgrades

- 14.1 Maintenance services should be provided as requested, seven (7) days a week, twenty-four (24) hours a day, unless otherwise instructed. Provision of maintenance services may be accomplished in multiple ways, either via phone, email, or direct site visit. At a minimum, the Contractor shall provide a main point of contact to report any outages or non-functioning features. Maintenance services must be provided beyond the Warranty Period
- 14.2 Software maintenance activity shall be communicated one (1) week prior to the maintenance event to the College for notification purposes only. Scheduled software maintenance should not disrupt normal daily business activity if at all possible. Software updates and fixes should not impair the performance of any system. Software upgrades shall be performed based on a joint decision between the Contractor and the College.

15. Management Operations

- 15.1 The contractor is responsible for providing experienced staff assigned for all activities and tasks required for the successful implementation and operation of the solution(s) provided, including but not limited to support and training.

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- 15.2 The Contractor must provide a central point of contact for communication, other than a general call center. Routine unscheduled conversations or meetings may occur as deemed appropriate.

16. Support and Training

- 16.1 Support shall be available online 24/7/365. Help desk phone support should be available during normal business hours in Arizona.
- 16.2 Training should be provided for all administrative functions or duties that must be performed by MCC or students, such as how to access and use the equipment, curriculum or solution(s).
- 16.3 Training shall be geared toward a mixed audience of varying technical levels. Any published and available support learning materials or collateral shall be provided to the attendees. Training materials provided shall be retained by MCC for reference. Documentation in the form of User and/or Technical Manuals must be provided.

17. Meetings

- 17.1 Contractor will be required to participate in meetings for the successful completion of the contract. These meetings, if any, will be at the discretion of the College. The Contractor will be notified in advance of any meeting times, frequency for future meetings and locations to ensure all appropriate representatives attend. The College reserves the right to decline conference call attendance or participation.
- 17.2 Meetings will be scheduled after the issuance of a College Purchase Order and prior to any commencement of work. The purpose of this meeting is to outline procedures, schedules, and other specific details or expectations throughout completion of the project. Specific needs will be delivery schedule, delivery requirements (based on size and scope of equipment), orientation meetings for equipment walkthroughs or trainer orientations, and meetings for signoffs of equipment functionality.

18. Continuous Improvement and Best Practices

On an annual basis during the Contract, the Contractor and MCC shall jointly review:

- 18.1 Generally available information indicating industry-wide improvements, updates or changes that impact educational or equipment solutions; and
- 18.2 Improved performance capabilities, including those associated with advances in technology and methods used to offer educational or equipment solutions.

19. Procurement Schedule

A tentative timeline of procurement activities is provided below and is subject to change to meet the needs of the College.

<u>Activity</u>	<u>Date (Tentative)</u>
19.1 RFP Released	October 30, 2024
19.2 Non-Mandatory Pre-Offer Conference (virtual)	November 12, 2024, 2024 at 1:00 PM
19.3 Questions Due via Bonfire Vendor Discussions	November 13, 2024, no later than 3:00 PM
19.4 Proposals Due	December 2, 2024, no later than 3:00 PM
19.5 Initial Evaluation	December 4-25, 2024
19.6 Clarifications/Discussions	December 2024
19.7 Best and Final Offer (BAFO) if needed	January 6, 2025
19.8 Board of Governors Award	January 18, 2025

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1. Authority

- 1.1 This solicitation, as well as any resulting contract is issued under the authority of the Board of Governors or designee. No alteration or any resulting contract may be made without the express written approval of the College in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the Mohave Community College Procurement Policy. Any such action is subject to legal and contractual remedies available to the College inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

2. Contract Type

- 2.1 "Fixed Price" shall mean the total amount the Contractor is obligated to complete the work. This contract shall be used on an "as needed" basis, upon issuance of a Project Quote request, and resultant Purchase Order.

3. Term of Contract

- 3.1 It is the intent of the College to award a multi-term contract, beginning January 1 and continuing until June 30, 2026. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional two (2) one-year contracts. However, no contract exists unless and until a purchase order is issued in each fiscal year. Under no circumstances shall the contract extend beyond June 30, 2028.
- 3.2 This contract can be canceled with a written notification of 60 days in advance of cancellation from either party. The contract may be terminated by either party prior to the expiration date upon sixty (60) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.
- 3.3 MCC will not issue annual contract renewal notifications. Awarded vendor(s) should anticipate that the contract will renew for the entire three-year contract period unless:
 - 3.3.1 MCC notifies the awarded vendor in writing that they will not be renewing the contract.
 - 3.3.2 The awarded vendor notifies MCC in writing they desire not to renew the contract for subsequent year(s).

4. Non-Exclusive Contract

- 4.1 Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the College. The College reserves the right to obtain similar goods or services from other sources.

5. Contract Award

- 5.1 It is anticipated that a contract under this RFP will be awarded to multiple firms, by category. The number of firms will be limited to the amount that provides best value and adequate options for the College.

6. Award Basis

- 6.1 The successful Offeror will be determined by the Evaluation Criteria outlined in the Special Instructions to Offerors, including but not limited to pricing, or other incentives offered. Award will not be made based on price alone. The College reserves the right to award as many contracts for the services as determined to be in the best interest of the College, after the Contractor has been determined responsive and responsible.
- 6.2 However, if a Contractor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the College, the College reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

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7. Price Clause

- 7.1 Prices shall be firm for the term of the Contract. Prices as stated must be complete for all services offered and shall include all associated costs. Sales tax on any item in the solicitation should be based on the Tax Rate % provided on the Offer and Acceptance form and will not be considered as part of the evaluation.

8. Price Adjustment

- 8.1 The College may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The College shall determine whether the requested price increase or an alternate option is in the best interest of the College.
- 8.2 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Brand Name or Equal

- 9.1 Any brand(s) listed within this solicitation is intended to designate a standard of quality, design, performance, and characteristics of the products herein specified. It is not intended to restrict or limit competition. Products that are of equal quality, type of material, design and performance may be considered if sufficient evidence and information is given to establish it as an equal, and the College determines the product to be an equal to the named brand and these specifications. The College will be the sole judge on the question of equal quality, and the College's decision shall be final.

10. Discount Off Catalog or Manufacturer List Price

- 10.1 It is recognized that catalog and Manufacturer List pricing may change during the contract term, but trade discounts awarded through this solicitation must remain firm throughout the entire contract period.

11. Delivery of Services

- 11.1 Services must be received within the time agreed to by the College and the Offeror. The College shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

12. Fuel Surcharges

- 12.1 No fuel surcharges will be accepted. No price increases will be accepted without proper request by Offeror and response by the College's Procurement Department.

13. Dedicated Representative

- 13.1 The offeror shall have a dedicated field representative available at all times during the contract period.

14. Key Personnel

- 14.1 It is essential that Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to College.

15. Employees of the Contractor

- 15.1 All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the College. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

16. Authorization for Services

- 16.1 Authorization for the purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the

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amount on the Purchase Order. The College shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless:

16.1.1 the Purchase Order is changed or modified with an official Change Order; and/or

16.1.2 an additional Purchase Order is issued for purchase of materials or services under this Contract.

17. Subcontractors

- 17.1 No subcontractors shall be used on projects without the written consent of the College. All subcontractors must be approved prior to start of work. The College reserves the right to reject any proposed subcontractors.
- 17.2 If the contractor requests to subcontract any portion of this contract, the Contractor must identify the subcontractor by firm name, address, contact person, telephone number and project function.

18. Offer Acceptance and Order Release

- 18.1 Offer(s) will be accepted and executed by the College by issue of a Blanket Contract and/or Purchase Order effective on the document's date of issue without further action by either party. Blanket Contract document will document the term of the agreement.
- 18.2 Order(s) for products or services pursuant to the executed agreement will be made by College by issue of Purchase Order documents. Purchase Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.
- 18.3 Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the College accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a College Purchase Order.
- 18.4 The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the College. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the College Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

19. Invoicing

- 19.1 All billed services shall not exceed rates established by this offer and resulting contract. All billing notices must be sent to the Department as shown on the Purchase Order. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the College will refer to the RFP number of this Offer. **No markup shall be permitted.**

20. Repair Warranties

- 20.1 The contractor shall list on the invoice/service ticket the brand name and part/model number of all equipment provided. All repairs shall be warranted for a minimum of one (1) year from the date of repair. If the same items are repaired again for any failure during the warranty period, the follow-up service will be performed at no charge. Any replacement parts that fail during the warranty period shall be replaced at no charge including all labor. Parts shall be warranted for a minimum of one (1) year, and the contractor shall honor the full duration of the manufacturers or supplier's warranty.

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21. Insurance

- 21.1 Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate coverage;
- 21.2 Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance as required by law.
- 21.3 Commercial Umbrella Insurance with limits not less than \$2,000,000 for each occurrence and \$3,000,000 General Aggregate.
- 21.4 Technology Errors and Omissions Insurance not less than \$5,000,000 per occurrence and \$5,000,000 aggregate coverage.
 - 21.4.1 Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
 - 21.4.2 In the event that the Tech E & O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 21.5 Network Security (Cyber) and Privacy Liability not less than \$5,000,000 per occurrence and \$5,000,000 aggregate coverage.
 - 21.5.1 Such insurance shall include but not be limited to coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs – includes breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
 - 21.5.2 In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 21.6 Professional Errors and Omissions (when applicable) shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- 21.7 The form of any insurance policies and forms must be acceptable to the College. The College reserves the right to terminate any contract if the Contractor fails to maintain such coverage.
- 21.8 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, and satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 21.9 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. MCC in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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22. Compliance with Industry Standards

- 22.1 Contractors shall offer equipment, supplies, and/or services that meet the specifications as outlined in this solicitation. The work shall meet the minimum industry standards, as applicable.

23. Safety

- 23.1 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.
- 23.2 All materials and services provided under this contract shall comply with all applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, National Fire Protection Association Standards.

24. Damages

- 24.1 Contractor shall be liable for any and all damage caused by its employees to the College premises. Contractor shall hold and save the College free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by its operations on premises or third persons.

25. Relationship of the Parties

- 25.1 It is understood and agreed that the awarded firm is a separate legal entity from the College and neither the firm nor any of their employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of Mohave Community College. The vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

26. Occupied Campus Restrictions

- 26.1 Alcohol, Illicit Drugs and Smoking. The use or possession of alcoholic beverages or illicit drugs will not be permitted on the school's property. Contractor's employees who show evidence of an impaired condition must not be permitted to remain on the premises. Smoking is also not permitted on any College premises.
- 26.2 Parking. Contractor shall park in designated parking areas, as directed by College staff.
- 26.3 Weapons. The College does not allow any weapons on the premises, which includes within vehicles. Local authorities may be contacted if a Contractor's employee has any weapon onsite.
- 26.4 No Contact or Offensive Language. Contractor nor its employees shall have contact with any persons aside from the Solicitation Contact and designated College staff. Contractor shall refrain from contact with any student, parent, community member or any staff while onsite for the performance of the work. Profanity or any other type of offensive language will not be tolerated and the contractor's employee will be escorted off property.
- 26.5 Identification. Contractor's employees shall be neat and clean in appearance and shall wear a clearly visible identification badge. It is the Contractor's responsibility to obtain such identification and maintain badges in good repair. The badge shall have the employee's name, photograph, and company name on the face of the badge and must always be displayed while the employee is on the premises. No employee will be allowed to work in the building without such badge. Failure to have any of these items may result with the employee being escorted off property.
- 26.6 Proper Attire. Contractor's employees should wear proper attire that is free of any stains, rips or tears and does not have any disparaging terms, graphics, images or profanity in any way. If contractor's employees appear onsite with any of these items will result with the employee being escorted off property.

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- 26.7 Lunch/Break Periods. Offeror's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other unauthorized areas for break or lunch periods.
- 26.8 College Property and Equipment. Offeror shall insure that their employees do not use any office equipment, radios, telephones or other equipment located in the facility without prior approval.

27. Change Orders

- 27.1 The cost of any change due to improper checking of site and/or conditions, or coordination by contractor, shall be the Contractor's responsibility. The contractor shall not be entitled to reimbursement for such costs.
- 27.2 The contractor shall follow the requirements, terms and conditions outlined in this solicitation, as closely as the actual work of contractors shall permit. If existing conditions or limitations require a major change or modification to the contract as outlined, the change shall be allowed only upon issuance of a written change order. These circumstances should be presented to the College as soon as identified and reasonably possible.
- 27.3 The College shall establish a procedure approving change orders and should include field change orders. Any change order or contract modification that exceeds \$100,000 or five percent, whichever is greater, requires a Board of Governors determination in writing that:
 - 27.3.1 the change order or contract modification is advantageous to the College; and
 - 27.3.2 the price is determined to be fair and reasonable.
- 27.4 All approved change orders shall be kept on file with the College.

28. Lobbying

- 28.1 Offerors are hereby advised that lobbying is not permitted with any College personnel or Board Members related to or involved with this solicitation until the Administration's recommendation for award has been approved by the Board of Governors. All inquiries must be directed through the Solicitation Contact.
- 28.2 Offeror warrants that it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Offeror's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and, upon award of the Contract, it will disclose all lobbying activities to the College to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Offeror shall also include an equivalent no-lobbying provision in all Subcontracts.
- 28.3 Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY College Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of the Offeror during the time specified will result in the rejection and disqualification of said solicitation.

29. Information Technology Work

- 29.1 "*Applicability*", as defined In A.R.S. §41-3501(6) 6: "...computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
- 29.2 "*Acceptance*" and "Accepted" shall mean that MCC has acknowledged acceptance of a Deliverable in writing.
- 29.3 "*Bug*" and "*defect*" shall mean the failure of a software system to function properly or to meet agreed upon specifications. Bugs can be embodied within a program's technical design, logic, programming code, run time behavior, reports and information displays, user interface characteristics, functional capabilities, data manipulation or storage, features or absence of features, data integrity, execution speed, program flow, deployment configuration, data structures, user help, and documentation. Bugs that only manifest within a

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certain custom er hardware or system software environment are considered defects only if that runtime environment falls within hardware specifications pursuant to this Contract or as indicated in the system documentation.

- 29.4 *"Deliverable"*, *"product"* and *"work product"* shall mean a service, or a tangible or intangible thing of value, that is to be acquired by MCC from Contractor or produced by Contractor under this Contract, including, but not limited to, software, training, consulting, installation services, maintenance services, technical assistance, recommendations, set up and startup support, discoveries, formulas, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, reports, designs, plans, diagrams, drawings, databases, documents, books, surveys, studies, technologies, equipment, supplies, devices, custom programming work, object code, source code, licenses to use intellectual property, options, software features, subscriptions, films, tapes, and disks.
- 29.5 *"Go-live"* or *"Go Live"* or *"Going Live"* or *"Live Data"* shall mean that (1) Contractor has stated in writing that all requirements have been met, (2) MCC has accepted all deliverables that are needed for full production deployment, (3) both parties agree that all hardware and software acquired herein is ready for production use, and (4) the Software is placed into operational use for normal daily business of public interaction, including, searching the public access catalogs, circulation, or placing of holds.
- 29.6 *"Negligence"* means failure to comply with the ISO 27001 security standard with respect to data security and data management practices.
- 29.7 *"Self-Help Code"* shall mean any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support; and Self-Help Code does not include software routines in a computer program, if any, solely designed to restrict usage to the number of users licensed herein or to optional features that haven' t been licensed to MCC.
- 29.8 *"Unauthorized Code"* shall mean any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions.
- 29.9 *"Software"* shall mean the software in machine readable code form, all prior, current, and future versions, and all updates, enhancements, modifications, or revisions supplied by the Contractor during the Contract term, documentation, and all permitted copies of the foregoing.
- 29.10 *"Software Service"* shall mean software that is licensed on a subscription basis, delivered, and hosted remotely, provided as a service. Also known as SAAS (software as a service) or on-demand software.
- 29.11 *"Specifications"* shall mean the functional, technical, and other requirements and specifications set forth in the RFP. The term "specifications" does not include any future requests by MCC for software enhancements.

30. Information Access

- 30.1 System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting MCC's proprietary data or confidential information.
- 30.2 Individual Measures. Contractor personnel shall comply with applicable MCC policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to MCC for ensuring that any MCC access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

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- 30.3 Access Control. Contractor is responsible to MCC for ensuring that hardware, software, data, information, and that has been provided by MCC or belongs to or is in the custody of MCC and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. MCC may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

31. Pass-Through Indemnity

- 31.1 Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to MCC such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with MCC in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify MCC Indemnitees to the extent and degree Contractor is required to do by the Standard Terms and Conditions, then Contractor shall indemnify, defend and hold harmless MCC Indemnitees to the extent the Pass-Through Indemnity does not.
- 31.2 Notify of Claims. MCC shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from MCC, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- 31.2.1 MCC reserves the right to elect to participate in the action at its own expense;
- 31.2.2 MCC reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- 31.2.3 MCC shall in any case cooperate in the defense and any related settlement negotiations.
- 31.3 Systems and Controls In consideration for MCC having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that MCC funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

32. Redress of Infringement

- 32.1 Replace, License or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with MCC either:
- 32.1.1 replace any infringing items with non-infringing ones;
- 32.1.2 obtain for MCC the right to continue using the infringing items; or
- 32.1.3 modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 32.2 Cancellation Option. In every case, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, MCC may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If MCC does cancel the Order or terminate the Contract, Contractor shall refund to MCC:
- 32.2.1 for any software created for MCC under the Contract, the amount MCC paid to Contactor for creating it;
- 32.2.2 for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

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32.2.3 for Services, the amount paid by MCC or an amount equal to 12 (twelve) months of charges, whichever is less.

32.3 EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a MCC Indemnitee:

32.3.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

32.3.2 operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

32.3.3 combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

33. First Party Liability Limitation

33.1 Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, MCC's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

33.2 Provisos. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

33.2.1 Indemnified Claim against which Contractor has indemnified MCC Indemnitees;

33.2.2 claim against which Contractor has indemnified MCC Indemnitees; or

33.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

33.3 Purchase Price Determination. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

33.4 No Effect on Insurance. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

34. Information Technology Warranty

34.1 Specified Design. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

34.1.1 modified or altered by anyone not authorized by Contractor to do so;

34.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

34.1.3 operated in a manner not within its intended use or environment.

34.2 COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

34.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

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34.2.2 the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

34.2.3 it will provide a new or clean install of any COTS software that MCC has reason to believe contains harmful code.

34.3 Payment Has No Effect. The warranties in this paragraph are not affected by MCC's inspection, testing, or payment.

34.4 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, MCC's remedy for breach of warranty under this section includes, at MCC's discretion, performance, repair, replacement, or refund of any amounts paid by MCC for the nonconforming Work, plus (in every case) Contractor's payment of MCC's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. If none of the foregoing options can reasonably be affected, or if the use of the materials by MCC's is made impractical by the nonconformance, then MCC and its members may seek any remedy available to it under law.

35. Section 508 Compliance

35.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the College under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

36. Cloud Applications

36.1 A "cloud" solution that hosts MCC data outside of MCC network or transmits and/or receives must employ a government-rated cloud compartment to better protect sensitive or regulated library network data. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control. MCC reserves the right to hire a third party to conduct penetration tests of the Contractor's application should a breach occur. Contractor will be alerted in advance and arrangements made for an agreeable time.

36.2 Contractor agrees to mitigate or install compensating controls for any issues of concern identified by MCC. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

37. Software Licensing

37.1 Software License. Contractor hereby grants to MCC and MCC hereby accepts a non-exclusive perpetual, paid-up, non-transferable, limited license to use the Software for all purposes identified in the Specifications and to use in accordance with the provisions of this Contract.

37.2 Right to Copy and/or Distribute. MCC shall have the right to make a reasonable number of copies of the Software with the inclusion of all copyright notices, as are needed to support, solely for internal backup or archival purposes, and shall have the right to distribute and provide access to the Software to the agreed-upon number of users.

37.3 Right to Transfer and Reinstallation. MCC shall have the right to reinstall software or move software to different or additional computers, provided that the resulting total number of installations does not exceed any maximums that may be established pursuant to this Contract, and provided that the new computers meet technical specifications.

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- 37.4 Right to Transfer of Server-based Software. MCC may wish in the future to replace or upgrade the Equipment that operates the Software, to enhance its utility for MCC. Contractor agrees to permit the transfer of the Software to different equipment purchased or leased by MCC, provided that MCC shall first obtain the consent of Contractor and the Software can be operated on the different equipment without modification. Such equipment shall become the only equipment licensed to use the Software, and MCC shall certify that all copies of the Software on the system have been destroyed.
- 37.4.1 Contractor may not charge MCC for any of the following if the Software can be operated on the new equipment without modification: licensing fees, port fees, user fees, operating system fees, database management fees, or any additional costs, except as they relate to MCC's use of additional software capacities. These "additional software capacities" shall consist of additional user licenses, new Software modules, or new services from Contractor, not otherwise covered by Contractor 's maintenance or other obligations under this Contract.
- 37.5 Documentation. Contractor grants to MCC an irrevocable, paid-up, nonexclusive license to use, copy, modify, and distribute the Contractor-developed documentation to MCC users of the Software.
- 37.6 Restrictions. MCC agrees that it shall not itself, or through any affiliate, employee, consultant, Agreement or, agent or other third party reverse engineer, decompile, decipher, modify, translate, reverse assemble disassemble or otherwise attempt to derive the source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise (subject to MCC's rights to Source Code) or remove any copyright, trademark or other proprietary notices from the Software. MCC agrees not to use, copy, modify, sell, resell, host, rent, license, or sublicense, loan, lease, or otherwise transfer the Software or accompanying written materials, or any part thereof, except as expressly provided in this license, thereby respecting the confidential and trade secret nature of the Software.
- 37.6.1 Additionally, MCC shall not allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information of Contractor or its licensors to any user other than MCC's employees, affiliated libraries, and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Contract; provided however that MCC may extend to library users, other libraries, and third party entities online data inquiry access to the Software module provided for that purpose (i.e. public access catalog). MCC shall not write or develop any derivative software or any other software program based upon the Software, the Intellectual Property or Confidential Information of Contractor or its Licensors; modify, adapt, translate or otherwise make any changes to the Software of any part thereof; use the Software, the Intellectual Property or Confidential Information of Contractor or its licensors to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis; disclose or publish, without Contractor prior written consent, performance or capacity statistics or the result of any benchmark test performed on the Software; or otherwise use or copy the Software except as expressly permitted herein.
- 37.7 No Ownership of Software. MCC acknowledges that no title to or ownership of the Software or any modifications thereof is transferred to MCC, and that the Software remains the proprietary property of Contractor or others from whom Contractor has attained distribution rights and is protected by federal copyright law. MCC covenants to respect the confidential and trade secret nature of that Software, by restricting use and access as described herein.
- 37.8 Additional Licenses. MCC may purchase additional licenses or otherwise expand the scope of such licenses granted upon MCC's payment of additional license fees, if applicable, for such expanded scope.
- 37.9 MCC Delivery of Services. Contractor understands that MCC may provide information processing, data management, inventory control, and other library-related services to other governing authorities and other entities. Contractor further understands that MCC or other users that are agencies of governing authorities and other entities may provide services to the public through Internet applications. Contractor agrees that software delivered hereunder may be used in the delivery of these services.

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- 37.10 Verification of Delivery and Performance. MCC shall have the right to verify Contractor delivery and the performance of the software as outlined herein. Contractor will provide maintenance and support to ensure the performance shall be functional. MCC shall have the right to test such performance and seek remedies in accordance with the provisions of the Contract.
- 37.11 Continuation of the Provision of Maintenance and Support. Following the Warranty Period, Contractor shall continue to provide support and maintenance to all software products delivered under this Contract, with all warranties, response times, and other provisions set forth in this Contract. Contractor will also provide to MCC all error corrections, updates, modifications, or enhancements to the Software developed after the effective date of this Agreement which Contractor makes generally available to its customers as part of Support during the term of this Contract. Updates exclude new products for which Contractor generally charges a separate license fee.
- 37.12 Updates and Upgrades at No Additional Cost. From the time of first delivery through to the end of all warranty periods, Contractor shall supply at no additional cost any updated or upgraded releases of the software that encompassing improvements, extensions, maintenance updates, bug fixes, or other changes that are logical improvements or extensions of the original software supplied to MCC. Such releases shall be licensed to MCC pursuant to the terms and conditions of this Contract.
- 37.13 Root Cause Analysis. MCC may ask for a root cause analysis report detailing the cause of a system crash, failure, or other malfunction in which the system becomes unavailable to staff or unusable. Contractor shall have five (5) business days to provide the report.
- 37.14 Software Release Documentation. Each release shall be accompanied by updated user's manuals, system, and other documentation adequate to instruct users on the changes and to inform MCC of the problems resolved, enhancements made, and any other significant differences in the new release.

38. Software Operating Condition

- 38.1 Contractor warrants that software shall be in good operating condition and shall conform in all material respects to the specifications.
- 38.2 MCC Obligation to Report Defects. MCC agrees to promptly report any uncovered defects and to assist and cooperate with Contractor in identifying and replicating any bugs discovered during any warranty period.
- 38.3 Contractor Reliance on MCC-Provided Information. In identifying needs for bug fixes and other improvements, Contractor shall consider information supplied by other customers using the same software and also discoveries resulting from Contractor's own internal quality assurance testing and other routine activities. It is understood that Contractor may have to perform the services based in part on information furnished by MCC and that the Contractor shall be entitled to rely on such information. Contractor is given notice that MCC will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.
- 38.4 Contractor Obligation to Repair. Contractor shall be obligated to provide a repair and/or correction service at no additional cost to MCC for any error, malfunction, or defect in software that, when used as delivered, fails to perform in accordance with specifications and that MCC shall bring to Contractor's attention during any Acceptance Testing or Warranty Period.
- 38.5 Best Efforts. Contractor shall use its best efforts to make software corrections and updates and agrees to perform its services with that standard of care, skill and diligence normally provided by a professional organization in the performance of similar services.
- 38.6 Qualified Personnel. Contractor warrants that all work shall be performed by qualified personnel, and warrants that the recommendations, guidance and performance of any person assigned under this Contract shall be in accordance with sound technical practice and professional standards and the requirements of this Contract.

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- 38.7 Disclosure of Defects. During the initial warranty period and any optional extended warranties, Contractor shall disclose all defects and software bugs that are known or become known and any detours or workarounds to MCC, regardless of which customer reported the defects.

39. Software Compatibilities

- 39.1 Browser Compatibilities. Contractor warrants that all client software provided, third-party or otherwise, will operate on all supported versions of Microsoft, Mozilla, Google web browsers if provided software requires the use of a web browser and will continue to be compatible with supported browsers for the life of the Contract.
- 39.2 Client Operating System Compatibilities. Contractor warrants that all client software provided by Contractor, third-party or otherwise, as a result of this Contract will operate on all supported versions of Microsoft Windows if provided software requires the use of an operating system and will continue to be compatible with supported operating systems for the life of the Contract.
- 39.3 Server Operating System Compatibilities. Contractor warrants that all server software provided by Vendor, third-party or otherwise, as a result of this Contract will operate on all supported versions of the proposed offer, if provided software requires the use of an operating system and will continue to be compatible with supported operating systems for the life of the Contract.
- 39.4 Database Compatibilities. Contractor agrees that each maintenance release of software will be compatible with any affected existing databases for the then-current unaltered release of the software applicable to the computer system, or that Contractor will provide a migration program to automatically update the databases as necessary at no cost to MCC.
- 39.5 Right to License. Contractor hereby warrants and represents to MCC that Contractor is the owner of the software licensed hereunder or otherwise has the right to grant to MCC the licensed rights to the software provided by Contractor through this Contract without violating any rights of any third party worldwide.

40. No Surreptitious Code Warranty

- 40.1 Software Free of Viruses. Contractor warrants that the software, upon installation, shall not contain any computer virus and will not otherwise introduce any harmful or destructive code to MCC computers.
- 40.2 No Self-Help Code. Contractor warrants to MCC that no software provided to MCC contains or will contain any "Self-Help Code" or "Unauthorized Code" as defined below. Contractor further warrants that, unless and except as explicitly provided elsewhere in this Contract, Contractor will not introduce, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict MCC's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the software provided to MCC under this Contract.
- 40.3 Surreptitious Code Indemnification. Contractor will defend MCC against any claim and indemnify MCC against any loss or expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.
- 40.4 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to
- 40.5 A.R.S. § 12-510, except as provided in A.R.S. § 12-529, MCC is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 40.6 The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by MCC, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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41. Additional Agreements

- 41.1 Any additional subscriber and/or user agreement(s) shall not supersede the aforementioned contract, nor the Contract Order of Precedence outlined in the Standard Terms and Conditions and shall be without force. The College reserves the right to review and make changes to any proposed contract above and beyond the College's proposed contract.

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1. Contract Interpretation

- 1.1 Arizona Law. The laws of Arizona apply to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, Arizona Revised Statutes (A.R.S.) §§ 15-1445 and 41-2534, and its implementing rules.
- 1.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 1.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the College and as they may be amended, the following shall prevail in the order set forth below:
 - 1.3.1 Amendments
 - 1.3.2 Special Terms and Conditions
 - 1.3.3 Standard Terms and Conditions
 - 1.3.4 Statement or Scope of Work
 - 1.3.5 Specifications
 - 1.3.6 Attachments
 - 1.3.7 Exhibits
 - 1.3.8 Documents referenced or included in the Solicitation; and
 - 1.3.9 Offeror's Response.
- 1.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 1.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 1.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 1.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- 2.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the College at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2.2 Non-Discrimination. The Contractor shall comply with State Executive Orders No. 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the College and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 2.4 Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The College shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the College determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the College for testing and inspection.

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- 2.5 Notices. Notices to the Contractor required by this Contract shall be made by the College to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the College required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 2.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7 Property of the College. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the College. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the College.
- 2.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the College shall be considered the creator of such Intellectual Property. The College shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the College, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the College and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the College. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the College without the express written authorization of the College.
- 2.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The College shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the College determine that the contractor and/or any subcontractors be found noncompliant, the College may pursue 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 contractor.
- 2.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 2.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the College and involve access to secure or sensitive data or personal College data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.
- 2.12 Business Standing. In accordance with A.R.S. § 10-1501, a Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm must file necessary documents with the ACC as doing business in Arizona for Contract award eligibility or may be considered non-responsive.

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3. Costs and Payments

- 3.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the College within thirty (30) days.
- 3.2 Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (College), Freight Prepaid and Allowed. Shipments shall include all freight delivery and unloading at the destination. Title and risk of loss shall not pass to the College until the College receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.
- 3.3 Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of the College. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. The College will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.
- 3.4 Applicable Taxes.
 - 3.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.4.2 State and Local Transaction Privilege Taxes. The College is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3.4.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 3.4.4 IRS W-9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W-9 Form on file with the College, unless not required by law.
- 3.5 Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the College for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The College will make reasonable efforts to secure such funds.

4. Contract Changes

- 4.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 4.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 4.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The College shall not unreasonably withhold approval.

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5. Risk and Liability

- 5.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 5.2 General Indemnification. Contractor shall indemnify, defend, save, and hold harmless the College and its Board of Governors members, employees, and agents (hereinafter referred to collectively as the "College") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as the "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the College shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the College, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against the College for losses arising from the work performed by Contractor for College.
- 5.3 Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless the College against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the College of materials furnished or work performed under the Contract. The College shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- 5.4 Force Majeure.
- 5.4.1 Except for payment of sums due, neither party shall be liable to the other nor 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; 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.
- 5.4.2 Force Majeure shall not include the following occurrences:
- 5.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 5.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 5.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 5.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

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The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

5.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5.5 Third Party Antitrust Violations. The Contractor assigns to the College any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6. Warranties

6.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

6.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the College of the materials, they shall be:

6.2.1 Of a quality to pass without objection in the trade under the Contract description;

6.2.2 Fit for the intended purposes for which the materials are used;

6.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

6.2.4 Adequately contained, packaged and marked as the Contract may require; and

6.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

6.3 Fitness. The Contractor warrants that any material supplied to the College shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

6.4 Inspection/Testing. The warranties set forth in subparagraphs 6.1 through 6.3 of this paragraph are not affected by inspection or testing of or payment for the materials or services by the College.

6.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

6.6 Survival of Rights and Obligations after Contract Expiration or Termination.

6.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the College is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

6.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. College's Contractual Remedies

7.1 Right to Assurance. If the College in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the College's option, be the basis for terminating the Contract under the Standard Terms and Conditions or other rights and remedies available by law or provided by the contract.

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7.2 Stop Work Order.

7.2.1 The College may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the College after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.3 Non-exclusive Remedies. The rights and the remedies of the College under this Contract are not exclusive.

7.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the College may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

7.5 Right of Offset. The College shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the College, or damages assessed by the College concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.

8. Contract Termination

8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the College may cancel this Contract within three (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 the College is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

8.2 Gratuities. The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College 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 the making of any determination or decision about contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

8.3 Suspension or Debarment. The College may, by written notice to the Contractor, immediately terminate this Contract if the College determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the College.

8.4 Termination for Convenience. The College reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the College, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the College. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

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8.5 Termination for Default.

8.5.1 In addition to the rights reserved in the Standard Terms and Conditions, contract, the College may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

8.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the College on demand.

8.5.3 The College may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the College for any excess costs incurred by the College in procuring materials or services in substitution for those due from the Contractor.

8.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7 Contract Claims. Claim Resolution. Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

8.8 Mandatory Arbitration. In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

8.9 Alternative Dispute Resolution. No provision of any resultant contract shall require arbitration upon MCC except by MCC's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section. The parties expressly covenant and agree that in the event of a dispute arising from this Contract, each of the parties hereto waives any right to a trial by jury.

9. Terrorism Country Divestments

Per A.R.S. § 35-392, The College is prohibited from purchasing from a company that is in violation of the Export Administration Act.

10. Israel Boycott Divestments

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel." Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

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11. Forced Labor of Ethnic Uyghurs in the People's Republic of China

- 11.1 Pursuant to A.R.S. §35-394, unless exempt, the Contractor must certify that it does not use, and agrees not to use during the term of the contract, any of the following:
- a. 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; or
 - 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.
 - d. Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.
- 11.2 If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the College within five business days after becoming aware of the noncompliance. Contractor's failure to provide written certification to the College that it has remedied the noncompliance within one hundred eighty days of its notice to the College shall automatically terminate the contract if the contract has not already terminated.

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1. Inquiries

- 1.1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim. Failure to furnish all information required by the solicitation or submitting an offer that is not substantially responsive to the solicitation may result in the rejection of the offer. If the offer is not substantially responsive, it may be rejected and may not subsequently be made responsive by the contractor correction of the nonconformity.
- 1.2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 1.3. **Submission of Inquiries.** All inquiries related to this solicitation shall be in writing and submitted via the "Vendor Discussions" tab in the Bonfire portal, no later than 3:00 PM on November 20, 2024. Offerors shall not contact or ask questions of the College, Department, or any other related party regarding this procurement.
- 1.4. **Timeliness.** Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven (7) days before the Proposal due date and time for review and determination by the College. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 1.5. **No Right to Rely on Verbal or Electronic Mail Responses.** An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 1.6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Each Amendment should be acknowledged by the person signing the Proposal. Failure to acknowledge a Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Proposal.
- 1.7. **Pre-Offer Conference.** If a Pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear on the Solicitation cover. Offerors should raise any questions about the Solicitation at that time. Offerors may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 1.8. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Proposal Preparation

- 2.1. **Proposal Format.** One (1) original electronic Proposal shall be submitted on the forms and in the format as outlined in the solicitation.
- 2.2. **Cost of Proposal Preparation.** The College will not reimburse any Offeror the cost of responding to a Solicitation.
- 2.3. **Electronic Documents.** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the College shall take precedence. Offerors are responsible for clearly identifying any changes or modifications to any solicitations document upon submission to the College.
- 2.4. **Attachment Formats.** All attachments shall be submitted in a format acceptable to the College. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

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- 2.5. Forms. No Facsimile or Email Submitted Response. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or email submitted Proposal shall be rejected.
- 2.6. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 2.7. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Proposal.
- 2.8. Electronic Signatures. Electronic signatures are acceptable if electronic receipt of proposals is determined advantageous by the College. Electronic signatures are defined by the Federal E-SIGN Act of 2000, as follows:
 - 2.8.1. The term "*electronic signature*" means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
 - 2.8.2. While simple electronic signatures may be performed within a PDF document in Adobe, the preferred method of authentication used for digital signatures shall be consistent with e-signature protocols. Digitally verified signatures provided by Adobe or DocuSign will be accepted. Wet (ink) signatures that have been digitally captured in a scanned PDF document shall also be considered valid.
- 2.9. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the College as a part of any resulting Contract. A Proposal that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 2.10. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The College shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.
- 2.11. Contract Payment Terms. Offerors must indicate the prompt payment terms that they will offer to the College (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.
- 2.12. Federal Excise Tax. Colleges/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 2.13. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- 2.14. Identification of Taxes in Offer. Colleges are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the College will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

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- 2.15. Subcontractors. Subcontractors. Supplemental to the Subcontractor provision in the Instructions to Offerors, Offerors shall include any proposed subcontractors, contact information, certifications required for the performance of the Contract, as well as the Subcontractor's proposed responsibilities under this contract. It is the responsibility of the Offeror to ensure that all subcontractors hold a valid commercial license and are bonded through the State of Arizona Registrar of Contractors, as well as are properly insured prior to commencing work on College property. Only subcontractors who are properly licensed and bonded for performance and labor and materials payment for this work shall be retained by the contractor. All subcontractors must be approved by the College prior to start of work.
- 2.16. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- 2.17. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 2.17.1. Amendments
 - 2.17.2. Special Terms and Conditions
 - 2.17.3. Standard Terms and Conditions
 - 2.17.4. Statement or Scope of Work
 - 2.17.5. Specifications
 - 2.17.6. Attachments
 - 2.17.7. Exhibits; and
 - 2.17.8. Instructions to Offerors.
- 2.18. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

3. Submission of Proposal

- 3.1. Sealed Envelope or Package. Offerors responding to the solicitation must submit the offer electronically through the Bonfire e-procurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the Bonfire portal or those that are received after the due date and time shall be rejected.
- 3.2. Electronic Submission. If determined by the College that electronic submission of proposals is advantageous, the College will include the electronic submission requirements as well as if the electronic submission is mandatory or optional. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.
- 3.2.1. Offeror agrees that the action of submitting its response electronically constitutes:
 - i. An electronic signature on the response.
 - ii. An electronic signature on the any form or section specifically calling for a signature; and
 - iii. An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement; and
 - iv. An affirmative acknowledgment that any employee submitting the response under the Offeror's account has been authorized to submit such a response.

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- 3.3. Proposal Amendment or Withdrawal. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under applicable law.
- 3.4. Proposal Due Date and Time. Proposals shall be received before the due date and time stated in the solicitation. Proposals that are received after the due date and time shall not be considered.
- 3.5. Offer and Acceptance. Proposals shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with original (wet) ink or electronic signature by the person authorized to sign the Offer and shall be submitted in the sealed offer package no later than the Solicitation due date and time. Failure to return an Offer form shall result in rejection of the Offer. The Offer form shall represent a binding Offer contingent upon execution of the final written Contract.
- 3.6. Sealed Proposal Package. Offeror should submit the following Attachments, completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow any instructions may result in rejection of the Proposal.
 - 3.6.1. Attachment 1, Offer and Acceptance. Proposals shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form must be signed with an original signature by the person signing the Proposal and shall be submitted within the proposal package no later than the Offer due date and time. **Failure to include an Offer and Acceptance Form will result in rejection of the proposal.**
 - 3.6.2. Attachment 2, Questionnaire. The Questionnaire is represented electronically in the Bonfire portal in Excel format. **Failure to upload the form in Excel format will result in rejection of the proposal.**
 - i. Company Profile. Key details regarding the firm, including the name, address and primary contact person should be provided. Number of years in business, and number of years in Arizona, as well as the date established, ownership should be listed. Financial stability, conflict of interest, legal matters and contract termination disclosures must also be provided.
 - ii. Management Operations. Statements regarding operations such as required insurance and additional agreements, if applicable. References. A minimum of three (3) references are requested for services performed that are similar to those outlined in the Scope of Work. Offeror agrees that by submitting a Proposal, the College or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for obtaining references relative to past performance and verifying experience or other information submitted with the Proposal.
 - iii. Scope of Work. Requirements outlined in the Scope of Work, section 4, Educational Training Areas and Related Equipment Solutions are included in this area. The intent of this section is to determine if the Offeror understands the overall objectives for the AMTC program and this solicitation.
 - iv. Curriculum. The proposed curriculum details must be provided in this area. Note that it is for reporting purposes for evaluation. Details that best align with the RFP objectives should be highlighted and be of primary focus. Additional information and details may be included for multiple offerings where designated in the Bonfire portal.
 - v. Manufacturer Information. Details for manufacturer(s) offered in the proposal must be provided in this section. Note that it is for reporting purposes for evaluation. Details that best align with the RFP objectives should be highlighted and be of primary focus. Additional information and details may be included for multiple offerings where designated in the Bonfire portal.
 - 3.6.3. Attachment 3, Cost Scenarios. The Cost Scenarios form is represented electronically in the Bonfire portal in Excel format. **Failure to upload the form in Excel format will result in rejection of the proposal.** Offeror must submit fees for each proposed area using the Form provided, which shall be used for evaluation purposes. The overall cost per section should align with the objective of the RFP: an integration of curriculum and equipment that educates students from an introduction to mastery with theory, demonstration, performance, and the ability to assess processes.

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- 3.6.4. Attachment 4, Non-Collusion Affidavit. Offeror shall include a signed and notarized form to attest there was no collusion or any related impropriety as outlined in the Instructions to Offerors. **Failure to include the form will result in rejection of the proposal.**
- 3.6.5. Attachment 5, Conformance and Disclosure Statements. Offeror shall include a signed form indicating conformance and disclosures related to confidential information, conflict of interest, Israel Boycott Divestments, and Forced Labor of Ethnic Uyghurs in the People's Republic of China certifications.
- i. Confidential/Proprietary Information. Proposals submitted in response to this solicitation are subject to Arizona public records law. Any portion of the that is considered confidential in nature shall be denoted on the form and separated into a Confidential Information section. This section is not required. The College shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.
 - ii. Deviations and Exceptions. Offeror shall submit any deviation or exception for any item listed in the solicitation. The page, section and item shall be clearly indicated. Any deviation / exception or inability of the Offeror to deliver or product a particular item, material or service must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the solicitation.
 - iii. Conflict of Interest Disclosure. Offeror shall include signed disclosure to identify any conflicts of interest between College officials, employees and suppliers as outlined. This may be required for subcontractors upon award.
 - iv. Boycott of Israel Disclosure. Offeror shall include certification regarding the boycott of Israel in accordance with A.R.S. §35-393 et seq.
 - v. Forced Labor of Ethnic Uyghurs in the People's Republic of China. Offeror shall include certification regarding the use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China in accordance with A.R.S. §35-394 et seq.
- 3.7. Public Record. Under applicable law, all responses submitted and opened are public records and must be retained by the College. Proposals shall be open and available to public inspection after Contract award, except for such proposals deemed to be confidential by the College. If an Offeror believes that information in its Proposal contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the College of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- 3.8. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 3.8.1. The prices have 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; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition; and
 - 3.8.2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Federal Executive Order 11246 and A.R.S. §41-1461 through 1465; and

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- 3.8.3. Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
- 3.8.4. The 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 proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the proposal. Signing the Proposals with a false statement shall void the proposal, any resulting contract and may be subject to legal remedies provided by law; and
- 3.8.5. By submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 3.8.6. By submission of this proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
- 3.8.7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
- 3.8.8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 3.8.9. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract that it does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China, in accordance with A.R.S. § 35-394.

4. Additional Proposal Information

- 4.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 4.2. Taxes. The amount of any applicable transaction privilege or use tax will not be a factor when determining lowest Offeror, as per R7-2-1031 (A).
- 4.3. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Offer due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- 4.4. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 4.5. Proposal Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).
- 4.6. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- 4.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the College reserves the right to:

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- 4.7.1. Extend the date by which Responses are due;
- 4.7.2. Withhold the award or cancel this RFP for any reason College determines;
- 4.7.3. Reject any or all Responses, in whole or in part;
- 4.7.4. Waive any material defect, irregularity, or minor informality in any Response; or
- 4.7.5. Reissue an RFP.

5. Responsibility, Responsiveness and Acceptability

- 5.1. In accordance with A.R.S. §41-2534(G), the College shall consider the following in determining offeror's responsibility as well as the responsiveness of proposals submitted in response to the solicitation.
- 5.2. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract.
- 5.3. Offerors may not be considered responsible if they have had a contract with the College, within the last three (3) years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the College or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 5.4. Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., method of approach, key personnel, references, prices or pricing, other requested information.
- 5.5. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the basis for the determination. Proposals determined to be non-responsible, or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluation. Offerors will be notified if their offer is set aside for either of these reasons.

6. Evaluation

- 6.1. Representatives of the College will evaluate the proposals and rank from the most likely to meet the College's needs and satisfy the requirements of the RFP. Award(s) shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the College based upon the evaluation criteria listed below in their relative order of importance. Evaluation criteria are listed below in their relative order of importance. Specific weighing may be used but will not be required. Exceptions to the Terms and Conditions, as stated in the Instructions to Offerors, section 2.9 may impact an Offeror's susceptibility for award.
 - 6.1.1. **Method of Approach** (375 points). Offeror's ability to provide the requested educational and/or equipment solutions, as an integrated, holistic learning experience, including curriculum and equipment, as related to the Scope of Work, Pages 5-16. This includes but is not limited the overall method of approach of how to provide the requested items; abilities to meet and satisfy the needs of the College, that exceeds the requirements outlined, or the vendor's inability to meet some of the requirements of the Scope of Work. Related Attachment 2, Questionnaire information shall also be considered.
 - 6.1.2. **Qualifications and Experience of the Firm** (300 points). Offeror's ability, financial and otherwise, to provide the College with these services as needed, when needed, provide appropriate expertise and the requested resources, and show a history of demonstrated competence in educational and/or equipment areas identified. This shall include, but is not limited to personnel, past performance, references and related Attachment 2, Questionnaire information.

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6.1.3. **Cost** (275 points). The cost score for each proposal will be determined based on the scenarios outlined to determine the overall best value for MCC. *Offerors with multiple offerings will receive higher scores.* Discount percentages offered by manufacturers shall also be considered. While cost is a significant factor in considering the placement of the award, it is not the only factor.

6.1.4. **Format** (50 points). The proposal clearly responded to the needs outlined in the Scope of Work, with an adherence to the Proposal Format outlined and included all required forms completed appropriately.

6.2. If several proposals are very closely ranked, the College may call for interviews to assist in the decision making. In addition to interviews the College reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the College to be in the best interest of the College.

6.3. This Request for Proposal does not constitute a commitment by MCC to award a contract. MCC reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The award shall be made on the proposal(s) that is in the best interest of MCC and will not be evaluated solely on a monetary basis. MCC reserves the right to negotiate a contract with the selected awardee. If it does so, no contract award shall exist for purposes of the awardee initiating contract performance or incurring contract costs until an authorized representative of MCC signs the contract. If MCC determines that the RFP and the selected awardee(s) proposal will constitute the contract, no contract award shall exist until the selected awardee(s) receives a "Notice of Award" from an authorized representative of MCC and, if applicable, the approval of MCC's Board of Governors. Additionally, a selected awardee may not initiate contract performance or incur contract costs until it receives a College-issued purchase order.

7. Opening

7.1. Proposals received by the correct time and date shall be opened and publicly recorded. All other information contained in the proposal shall remain confidential until award is made. Proposals will not be subject to public inspection until after the College has entered into a single contract.

8. Clarifications

8.1. Upon receipt and opening of proposals submitted in response to this solicitation, the College may request clarifications for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the College or as initiated by Offeror. Clarifications shall not afford Offerors the opportunity to alter or change their offer.

9. Oral Presentations

9.1. The College may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

10. Discussions

10.1. After the initial receipt of proposals, the College reserves the option to conduct discussions with those Offerors who submit Proposals determined by the College to be reasonably susceptible of being selected for award.

11. Best and Final Offers

11.1. If discussions are conducted, the College shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer. Best and final offers shall be requested only once, unless the College makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

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12. Award

- 12.1. Basis of Award. Award(s) will be made based on the evaluation criteria set forth in the solicitation to the most responsive and responsible Offeror(s) whose offer is determined to be the most advantageous to the College. The contract shall be awarded to the offeror(s) whose proposal is determined in writing to be most advantageous to the College based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made.
- 12.2. Number of Types of Awards. Where applicable, the College reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the College determines is necessary to meet the needs of the College.
- 12.3. Contract Inception. An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the College's Board of Governors. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 12.4. Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 12.5. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer form or other official contract form, unless another date is specifically stated in the Contract.
- 12.6. Final Acceptance. Final acceptance for the College will be contingent upon the approval of their Board of Governors, if applicable.

13. Protests

- 13.1. A protest shall comply with the MCC Procurement Policy. Protests shall be in writing and be filed with the College Representative, Ms. Linda Green, Executive Director of Business Services and Chief Financial Officer.
- 13.2. Protest shall include:
 - 13.2.1. The name, addresses, and telephone number of the interested party
 - 13.2.2. The signature of the interested party or the interested party's representative
 - 13.2.3. Identification of the Solicitation or Contract number
 - 13.2.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 13.2.5. The form of relief requested.
- 13.3. The interested party shall supply promptly any other information requested by the College Representative.
- 13.4. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- 13.5. In cases other than those outlined above, the interested party shall file the protest within 10 days after the College makes the procurement file available for public inspection.
- 13.6. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the College Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the College that resulted in the interested party being unable to file the protest within the 10 days. The College Representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

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One (1) original of the Proposal is requested electronically in Bonfire. Documents must be uploaded using the Bonfire portal at: <https://sunnypathassoc.bonfirehub.com/opportunities>. Refer to Exhibit A, Electronic Submittal Instructions for additional information.

- The College will not assume responsibility for any costs related to the preparation or submission of the proposal. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Each proposal should be submitted on the forms and in the format specified in the RFP.
- Proposal responses should provide straightforward, concise information that satisfies the requirements outlined herein. Emphasis should be placed on conformity to the specifications, and terms and conditions, as well as the completeness and clarity of the content. **Incomplete submissions may result in the rejection of the proposal.** For the proposal to be considered, the following information should be included:

1. Qualifications and Experience of the Firm

- 1.1. Transmittal Letter. Brief introduction that includes the following information: a written narrative of the firm's understanding of all the requirements outlined in the Scope of Work. This letter shall be signed by an authorized company representative and should be no more than two (2) pages.
- 1.2. Qualifications and Experience. Describe the qualifications and experience of the key personnel assigned to MCC. Describe your proposed project management structure for the implementation, and related activities, including the dedicated staff and related credentials. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?
- 1.3. Key Personnel and Staffing Plan. Include Name, Title, areas of expertise related to the Scope of Work, years within the firm and contact details. The proposed role, including functions and tasks for which they will have prime responsibilities, should also be included if not identified above. Provide a staffing plan identifying the key individuals who will be assigned to work with the College including a description of their experience. Specifically, identify one dedicated service (project) manager who will be assigned to work with the College, and provide their resume.
- 1.4. Subcontractors and Consultants. Firm shall detail all services that will be performed with any subcontractors or consultants. All subcontractors and consultants proposed for this Contract shall be included in this section, including Name, Address, and relevant contact details.
- 1.5. Manufacturer Authorization. Manufacturer Representative. Offerors are required to provide with their proposal response, a signed letter from each manufacturer they are proposing, stating that the offeror is an Authorized Dealer of that manufacturer brand in the State of Arizona and that they are authorized to respond to the RFP. **Failure to submit authorization letter(s) will deem the offeror non-responsive for that manufacturer brand.** Provide evidence that your company is able to provide the College's desired educational areas to the standards outlined within Scope of Work. If your company is a reseller provide evidence that the products offered within a resultant contract will meet these standards.
- 1.6. Questionnaire. Attachment 2, Questionnaire is represented in Excel format and this file shall be used for electronic upload of the required information for evaluation purposes. This information shall support the narrative proposal response with information on the Company Profile, Scope of Work, Curriculum and Manufacturer Information. Failure to provide the Questionnaire shall be considered non-responsive.

2. Method of Approach

- 2.1. Overview. Provide a summary of the proposed educational and/or equipment solution(s) and how it meets the requirements of the solicitation. Indicate how the proposed solution is the best value for the student learning experience, as well as the mission of the AMTC and the College. Describe how it provides optimal value supporting the needs of the College outlined in the RFP. If the proposal includes software, indicate if it is offered as a software-as-a-service (SaaS) or other cloud-based service. If any additional equipment, service, or software is required for satisfactory performance of the proposed solution, it shall be identified in this section. Include all necessary details.

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- 2.2. Alignment with Scope of Work. Provide narrative regarding alignment with the firm's proposal and section 4, Educational Training Areas and Related Equipment Solutions. This narrative shall support the responses provided by area in Attachment 2 (Questionnaire). Include details for implementation and a project plan. Any value-added services, equipment or options not specifically described in the RFP should be highlighted.
- 2.3. Integrated Approach. Describe how the proposal offers an integrated, holistic learning experience for the student that includes the following features: Digital Curriculum; Virtual/Augmented Reality; Hands-on training; Academic Scope. Include a statement defining which category(s) your company wishes to be considered for award. Solutions that can teach identical information to multiple students independently and simultaneously are preferred. Explain how the proposed solution provides training that would utilize 4 independent stations; front and back, with teams of two students; 2 students using the same device. If this is not possible, describe how your proposal meets or exceeds this desired configuration. What additional accessories or features are included?
- 2.4. Curriculum and Expertise. Describe the curriculum offered. Is there a digital component? Does it include the ability to print hardcopies for student use? Also provide details regarding any copyright limitations. Indicate if there is a Virtual Reality or Augmented Reality training component that is aligned with your Digital Curriculum. Explain how it enhances the overall depth/breadth of the instruction being provided. Is there hands-on training that is aligned with the Virtual/Augmented Reality and the Digital Curriculum being offered? Explain the academic scope of a training system using your proposed solution. How many skills are able to be taught? What are those skills?
- 2.5. Equipment and Furniture Requirements. Does your company manufacture its own proprietary equipment/components? If yes, please provide a brief description. 1) Design: Confirm that as an awarded Contractor you will provide design services if required. Provide an example workflow of how design services will be provided. This workflow shall confirm your company's understanding of the procedure that will be followed. 2) Installation: Confirming that as an awarded Contractor you will provide the required services if required. Provide an example installation workflow of a product available within a resultant contract. Include details if the equipment upgradable or not.
- 2.6. Operations and Delivery. What is the lead time for equipment after receipt of order? Describe the shipping and delivery process. Does the shipping equipment and software system have to be obtained with the receiving equipment and software system, or can they be obtained separately? Submit a sample Project Quote and Invoice.
- 2.7. Customer Service: Describe your Customer Service model. Provide a single point of contact for a resultant contract, including the phone number, days of the week and hours of service regarding customer service. Describe your customer support venues (e.g., web, phone, email), periods of coverage, and expected response times. Provide an overview of the help desk phone support and indicate times and business hours availability. How is support provided? Is support available online 24/7/365? Include all relevant details.
- 2.8. Maintenance and Repair. Please describe maintenance and repair services. Are technicians your own company employees or is this service outsourced? What is the lead time for maintenance and repairs from notification? Detail how repairs would be completed if requested. Detail how maintenance and repairs are scheduled. How are upgrades and/or new version releases communicated? Include: timeframes, response times, ordering procedures, etc.
- 2.9. Warranty and Replacement. Provide confirmation that as an awarded Contractor that all products, equipment or software offered, excluding fabric, shall have corresponding warranties as outlined herein. For manufacturers whose products do not offer a minimum of a ten (10) year warranty, will a warranty be offered through your company that will protect the furniture and all components? Are there any limitations or restrictions to the provided warranty? Describe how obsolescence is managed. Describe how to obtain replacement parts. Are maintenance schedules provided? How do you manage mergers with various manufacturers? How do you manage adding new products/manufacturers to your portfolio? Does the installation have to be performed by your firm in order to maintain the warranty? Include all relevant details.

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2.10. Training. Describe what training will be delivered. Indicate how the training is offered, i.e. classroom, individual, on-demand webcast. Also include details on how often the online documentation available is updated. Include any additional training options available.

3. Questionnaire (Attachment 2)

The Questionnaire is represented in Excel format. The Excel file shall be used for electronic upload of the requested information.

4. Cost Scenarios (Attachment 3)

The Cost Scenarios form is represented in Excel format. The file shall be used for electronic upload of fees for evaluation purposes.

5. Required Forms

The required forms (Attachments) should be completed thoroughly and accurately, in the format provided and according to any instructions contained within the form. Failure to follow any instructions accurately may result in rejection of a proposal.

- Signed Offer and Acceptance Form (Attachment 1)
- Notarized Non-Collusion Affidavit (Attachment 4)
- Conformance and Disclosure Statements (Attachment 5)
- ALL Amendment(s), if applicable, signed and dated

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The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Proposal.

Company Name		For Clarification of this Proposal, contact: Name
Arizona Transaction (Sales) Privilege Tax License No.		
Federal Employer Identification No.		
Street Address		Phone
City		E-mail
State	Zip	Signature Person Authorized to Sign Proposal Printed Name of Person Authorized to Sign Proposal Title
Tax Rate (if applicable) _____%		

CERTIFICATION

By signature in the Proposal section above, the Offeror certifies:

- The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
- The 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause may result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
- In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
- In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
- In accordance with A.R.S. § 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- In accordance with A.R.S. § 35-394, the Bidder does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China and for the duration of the contract.
- 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.
- By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER (TO BE EXECUTED BY COLLEGE)

The Proposal is hereby accepted. The contractor is now bound to sell the materials and/or services offered to and accepted by MCC in accordance with Solicitation No. RFP #10-2425, including all terms, conditions, specifications, and amendments. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the College. This Contract shall be referred to as **RFP #10-2425 Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions** and effective the award date unless otherwise noted.

Awarded this _____ day of _____, 20____ Effective Date _____, 20____

**AUTHORIZED MOHAVE COMMUNITY COLLEGE
REPRESENTATIVE SIGNATURE**

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The Excel form attached herein shall be used for electronic upload of the detailed requested information in the Bonfire portal. **Failure to provide Attachment 2 electronically as requested in Bonfire shall result in rejection of the Proposal.** Sections addressed include:

1. Company Profile, including but not limited to firm details, financial stability, conflict of interest, legal matters and contract termination disclosures.
2. Management Operations, such as required insurance and additional agreements, if applicable, and references.
3. Scope of Work, which is a confirmation of understanding the Scope of Work, section 4, Educational Training Areas and Related Equipment Solutions.
4. Curriculum, and related details regarding proposed curriculum that best align with the RFP objectives.
5. Manufacturer Information, which includes the offering that best aligns with the RFP objectives.



Attachment 2,
Questionnaire (Q-02E)

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Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

The Excel form attached herein represents **Attachment 3, Cost Form** electronically in the Bonfire portal and shall be used for electronic upload of the cost scenarios outlined for evaluation for the specified Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions, as outlined in the RFP. **Failure to provide Attachment 3 electronically as requested in Bonfire shall result in rejection of the Proposal.**

Offeror must submit fees for each proposed area, which shall be used for evaluation purposes. The overall cost per section should align with the objective of the RFP: an integration of curriculum and equipment that educates students from an introduction to mastery with theory, demonstration, performance, and the ability to assess processes.

It is understood that the final cost proposal(s) shall be negotiated by area, as outlined in the Scope of Work.



Attachment 3, Cost
Scenarios (BT-04NX).x

Solicitation No: RFP #10-2425
Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

State of _____ County of _____

)
) ss.
)

_____, affiant,
(Print Name of Person Authorized to Sign Proposal)

the _____
(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and states:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror; and

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the College.

(Signature of Person Authorized to Sign Proposal)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

Solicitation No: RFP #10-2425

Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

1. Confidential/Proprietary Information:

- This response does not contain confidential/proprietary or trade secret information. I understand that my entire response will become a public record.
- This response DOES contain trade secret information because it contains information that:
 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with the MCC Procurement Policy. MCC may make its own determination on materials.

If MCC agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold MCC, its agents and employees, harmless from any claims or causes of action relating to MCC's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by MCC in defending such an action.

The appropriate supporting information shall be included to assist MCC in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

2. In accordance with the Scope of Work, Instructions and Terms and Conditions:

Firm acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As outlined on this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Instructions for Offerors, Special and Standard Terms and Conditions, Scope of Work, Specifications and Solicitation Amendments (if any).

- Firm takes **no** exceptions, deviations or modifications to any sections or information found within the RFP. (*Note: If none are listed on or attached to this form, it is understood that no exceptions/deviations are taken.*)
- Firm requests the exceptions or modifications set forth below and/or attached. Describe exceptions taken (attach additional pages if needed):

Solicitation No: RFP #10-2425

Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

All requested exceptions/deviations must be clearly explained. The specific language including page, section and item shall be listed for consideration. The exception/deviation must be fully listed including any proposed alternative language or terms. Unacceptable exceptions shall not be considered for award. The College shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.

3. In accordance with A.R.S. § 38-511, Conflict of Interest:

Firm does not have any Conflict(s) of Interest, as defined by A.R.S. 38-502, et seq. As a public institution and political subdivision of the State of Arizona, Mohave Community College (College) has established policies and procedures for reviewing and addressing conflicts of interest between College officials/employees and suppliers and otherwise ensuring compliance regarding conflict of interest. As part of this process, suppliers must disclose any and all potential conflicts of interest to the College for appropriate review and disposition. Examples include, without limitation, a College official/employee having an ownership interest in your business, your business being owned by a relative of a College official/employee, and your business sponsoring engagements or other activities with which the College officials or employees are involved.

4. Per A.R.S. §35-393.01, the Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as defined by A.R.S. §35-393.01.

Exempt Solicitation, Contract, or Contractor.

Indicate which of the following statements applies to this Contract:

- Solicitation or Contract has an estimated value of less than \$100,000.
- Contractor is a sole proprietorship.
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

5. Per A.R.S. §35-394 et seq., the Contractor hereby certifies to not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

NON-CONFORMANCE (additional details required):

- This response does contain confidential/proprietary or trade secret information because of the reasons(s) listed below and/or attached. **Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition. Any deviations, exceptions or modifications to the request may be considered non-responsive.** If the College agrees with the offeror's designation of confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.
- Firm requests the exceptions or modifications below and/or attached. Specific sections and information must be clearly identified. _____
- The following Conflict(s) of Interest exist listed below and/or attached _____.
- The firm **does not certify** compliance with A.R.S. §§35-393.01 and/or 35-394.

Company Name

Authorized Representative Signature

Title

Printed Name

Solicitation No: RFP #10-2425

Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

Mohave Community College will utilize an online public portal known as Bonfire for electronic submission of competitive sealed Proposals for this project. Bonfire is an electronic portal for receiving, opening, and recording bids, proposals, and submittals digitally, available through a procurement consultant, Sunny Path Associates, assisting with the project. Offeror is fully responsible for reviewing the solicitation in its entirety and including all requested and applicable information. The College will not assume responsibility for any costs related to the preparation or submission of the Proposal.

1. Prepare proposal submission materials.

Requested Information	File Type	# Files	Required
1. Proposal Package (Narrative) <ul style="list-style-type: none"> Qualifications and Experience of Firm Method of Approach 	PDF	1	YES
2. Additional Brand/Mfgr/Curriculum Information	EXCEL	<i>Multiple</i>	<i>Optional</i>
3. Attachment 2, Questionnaire (Q-02EY) <i>The Response Template for this Questionnaire is provided in Excel format.</i>	EXCEL Questionnaire	1	YES
4. Attachment 3, Cost Scenarios (BT-04NX) <i>The Response Template for the Cost Form is provided in Excel format.</i>	EXCEL BidTable	1	YES
5. Required Forms	PDF	1	YES
6. Confidential Information, if applicable	PDF	<i>Multiple</i>	<i>Optional</i>

- Note the format or type and number of files allowed. The maximum upload file size is 1000 MB.
- Do not embed any documents within your uploaded files, as they will not be accessible.
- Text fields have a limit of 2000 characters.

2. Upload your proposal submission at <https://sunnypathassoc.bonfirehub.com/opportunities>.

- Proposals must be uploaded, submitted, and finalized prior to the Closing Time of:

December 2, 2024 at 3:00 PM MST (LOCAL TIME)

- It is strongly recommended that sufficient time is allotted and at least ONE (1) day before Closing Time to begin the uploading process and to finalize.

3. Important Notes

- Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed.
- An email confirmation receipt will be sent with a unique confirmation number once a submission is finalized.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

Solicitation No: RFP #10-2425

Description: Advanced Mechanical Training Center (AMTC) Educational and Equipment Solutions

4. Technical Assistance

- A. Contact Bonfire at Support@GoBonfire.com.
- B. Visit the help forum at <https://bonfirehub.zendesk.com/hc>.
- C. Call by phone at 1.800.354.8010 Ext. 2.

(Note these hours are limited to 6:00 AM-6:00 PM local time due to Daylight Savings).

**Proposals must be uploaded electronically into the areas outlined using the Bonfire portal via:
<https://sunypathassoc.bonfirehub.com/opportunities>.**