



REQUEST FOR PROPOSALS
RFP 02-2021

Voice & Data Carrier Services

RELEASE: OCTOBER 9, 2020

DUE: NOVEMBER 20, 2020 AT 4:00 P.M. (AZ Time)

Submit Bid to:

Mohave Community College
Office of the President
1971 Jagerson Ave., Bldg. 100
Kingman, AZ 86409

SOLICITATION: Mohave Community College is soliciting proposals from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Mohave Community College is seeking proposals for voice and data carrier service per specifications called for herein.

You may download a full copy of this solicitation at www.mohave.edu/procurement by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda.

A Mandatory Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. **The Pre-Bid Conference will be held on Wednesday, October 21, 2020. This will be a ZOOM meeting. Please email cvanvleet@mohave.edu prior to Tuesday, October 20, 2020 at 4:00 PM with an invitation request if you are interested in attending the pre-bid meeting and responding to this RFP. A ZOOM invitation will then be sent to your email address.** It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. **Attendance is mandatory and will supply equipment specific information to those who attend and wish to bid.**

Proposals shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction. Bids may not be withdrawn for 90 days after opening except as allowed by Mohave Community College Procurement Department.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to:

Mohave Community College,
Procurement Department
Attention: Christine Van Vleet

All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due Date* may not be answered.

Fax: (928) 757-0814

Email: cvanvleet@mohave.edu

USPO Mail to the following address:

Mohave Community College
Office of the President
1971 Jagerson Ave.
Kingman, AZ 86409

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Mohave Community College*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) Voice & Data Carrier Service

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Mohave Community College as defined by this solicitation.

The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Supplier Minimum Qualifications:

Supplier Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Supplier Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Mohave Community College ("MCC"), that seller shall offer same pricing to MCC effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Mohave Community College purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

Mohave Community College reserves the right to question, clarify and correct obvious errors.

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the College's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the College's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation or Equivalent part/material requests shall be submitted to the Procurement Department. The vendor request for deviation or equivalent part/material must be approved by the College prior to vendor submitting their bid or their bid shall be deemed non-responsive.

Deviation/Equivalent Part or material requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item.

Acceptance or rejection of any deviation/ equivalent part/material request shall be at the sole discretion of the College and will be made in writing by the College via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not be evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the College and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Mohave Community College by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit **one original and (4) four copies as well as on electronic copy (CD or thumb drive)** of the following bid documents:

SIGNED OFFER AGREEMENT with completed Item Unit Prices and documents or media defining other items within the scope of the agreement with Unit Prices and Discount Percentages, or Discounted Prices offered; Provide Addenda acknowledgement, tax, & contact information

Proposals must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Request for Proposal*. The "time-stamp" provided by the College shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted. No bid packages will be returned. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Request for Proposal*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles or email of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and may not be evaluated.

5. COMPLIANCE WITH AGREEMENT

Mohave Community College will execute an agreement with the successful respondent by issue of a blanket contract and/or purchase order. The respondent agrees to establish, monitor, and manage an effective administration process that assure

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 amendment or change order properly executed by MCC. Any items provided in excess of the quantity 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 Mohave Community College Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Mohave Community College. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Mohave Community College Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from MCC will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Mohave Community College Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment.

END OF INSTRUCTIONS TO BIDDER

OFFER AGREEMENT: Voice & Data Carrier Service

1. INTENT:

This document is intended to establish a definite delivery/definite quantity offer agreement to provide Mohave Community College with such quantities of voice and data carrier services as the College has requested herein pursuant to a resulting executed and effective agreement As defined by the attached 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.

It is the option of the College to award to one or several supplier(s) for the items and services listed. Offerors may propose for several items together. All offers must have an individual option for breakdowns of any bundled services. For example if item 1 and 3 offered together, an option for 1 and 4 alone need to be available as well.

1- Private cloud connections (Metro E) between the Kingman Campus, Kingman Detroit Ave Center, Kingman 309 Beale Street, Bullhead City, Lake Havasu City and Two Datacenter Links.

2- Private cloud connections (Metro E) between the Kingman campus, Bullhead City, Lake Havasu City and Two Datacenter Links.

3- Individual Internet connection to any or all campus sites (note, which you can service): Kingman Campus, Kingman Detroit Ave Center, Kingman 309 Beale Street, Bullhead City, Lake Havasu City, Colorado City

4- Internet to the Datacenter (1Gbps across 2 links/circuits with the same IP block)

5- Internet to the Datacenter (10Gbps across 2 links/circuits with the same IP block)

6- Internet to the Datacenter (Primary 10Gbps link/circuit secondary 1Gbps link/circuit with the same IP block)

The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: Mohave Community College will award an agreement for the purchase of goods and services as specified herein, and Supplier will receive compensation when goods and/or services are delivered as per the terms of the purchase order issued against the agreement.

Although particular College Departments/Campuses may be identified in the solicitation, unless otherwise documented by the executed agreement document, all College Departments/Campuses may utilize the resulting agreement. The College has the right to make changes and/or alterations to its equipment and to add or subtract equipment under this agreement without an amendment provided both parties mutually agree upon pricing in writing for the additional equipment.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions and this Offer Agreement all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

Throughout this agreement and referenced documents the terms Supplier, Vendor, and Contractor; Blanket Contract and Master Agreement; Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The initial term of the agreement will be for a 2, 3, or 5-year period (determined by prices and terms met) with no renewals. Offerors should send quotes for 2, 3, and 5 year deals (see price charts).

Proposed revisions to the contract shall be made through the issuance by MCC to supplier of a revised Blanket Contract document or Purchase Order setting forth the requested changes. Failure by supplier to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by MCC shall signify acceptance by supplier and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

4. GENERAL PRODUCT AND SERVICE SPECIFICATIONS & SCOPE:

Mohave Community College (MCC) 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. A key element of the mission of the College's Information Technology Department's (IT) Technology Infrastructure is to provide high quality, reliable, and cost efficient telecommunications systems and services that support the diverse College community in the pursuit of its objectives of teaching, training, and public service.

Mohave Community College telecommunication(s) networks support learning environments on 5 physical campuses/teaching centers, and 1 data center co-locations that require high speed internet connectivity and high speed connectivity.

Potential respondents are cautioned that while the College operates a very robust, high capacity county wide IP backbone network, that significant challenges exist to provision that capacity to each and every College site. Respondents must assume that these issues will remain present for the foreseeable future, and that any telecommunication solution must provide for the effective delivery of services, including via the legacy distribution infrastructure (recognizing that the quality of the distribution infrastructure will impact the quality of the available services). Respondents may NOT assume that a substantial overhaul of the distribution infrastructure will occur as a prerequisite to the implementation of their WAN solution.

GOALS OF THE WIDE AREA NETWORK SERVICE

Mohave Community College is looking to the future to establish its next generation communication service platform as the basis for the ability to deliver cost- effective basic telephony services, AND enable the delivery of high-value network/application service to take fullest advantage of current and future capabilities of VoIP infrastructure empowered technologies. The WAN must be robust enough to deliver carrier-like capabilities, flexibility and performance, to all of the College's county-wide locations. The WAN must require minimal capital investment, and, allow the College to reduce its baseline recurring, out-of-pocket operating costs. Due to the unique nature of the North Mohave Campus in Colorado City, AZ, Mohave Community College is also interested, and will entertain other methods of service delivery to this specific location.

Sites

Mohave Community College telecommunication(s) networks support learning environments on 5 physical campuses/teaching centers, 1 community outreach location, and 1 data center co-location requiring high speed internet connectivity and high speed connectivity.

Campus/Learning Centers are located at

Bullhead City Campus

3400 Highway 95
Bullhead City, AZ 86442

Lake Havasu City Campus

1977 Acoma Blvd. West
Lake Havasu City, AZ 86403

Neal Campus - Kingman

1971 Jagerson Ave.
Kingman, AZ 86409

North Mohave Campus

480 South Central
Colorado City, AZ 86021

(MCC is open to and invites solutions for alternative delivery methods for service to this location.)

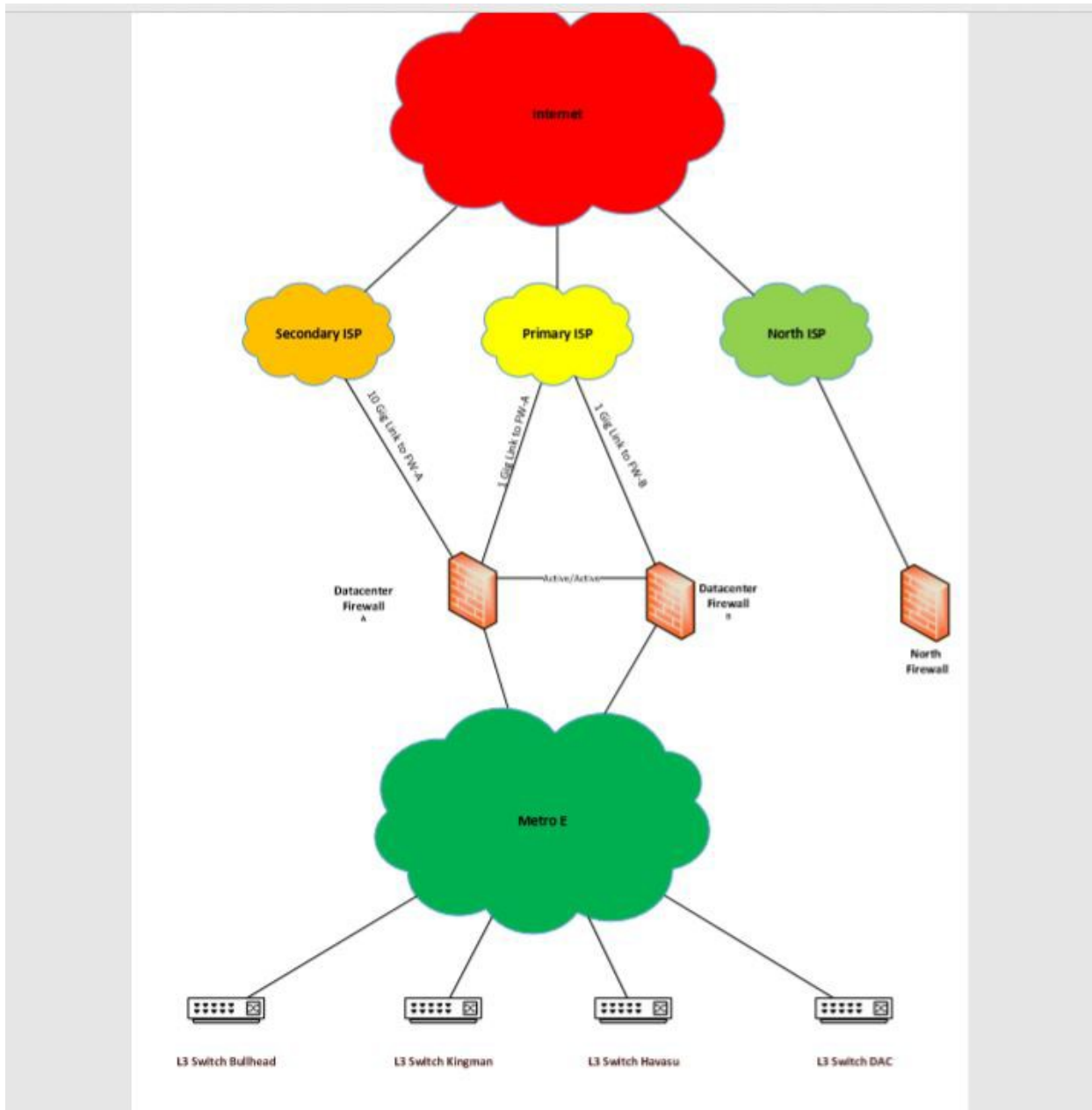
Detroit Avenue Center

1801 Detroit Ave.

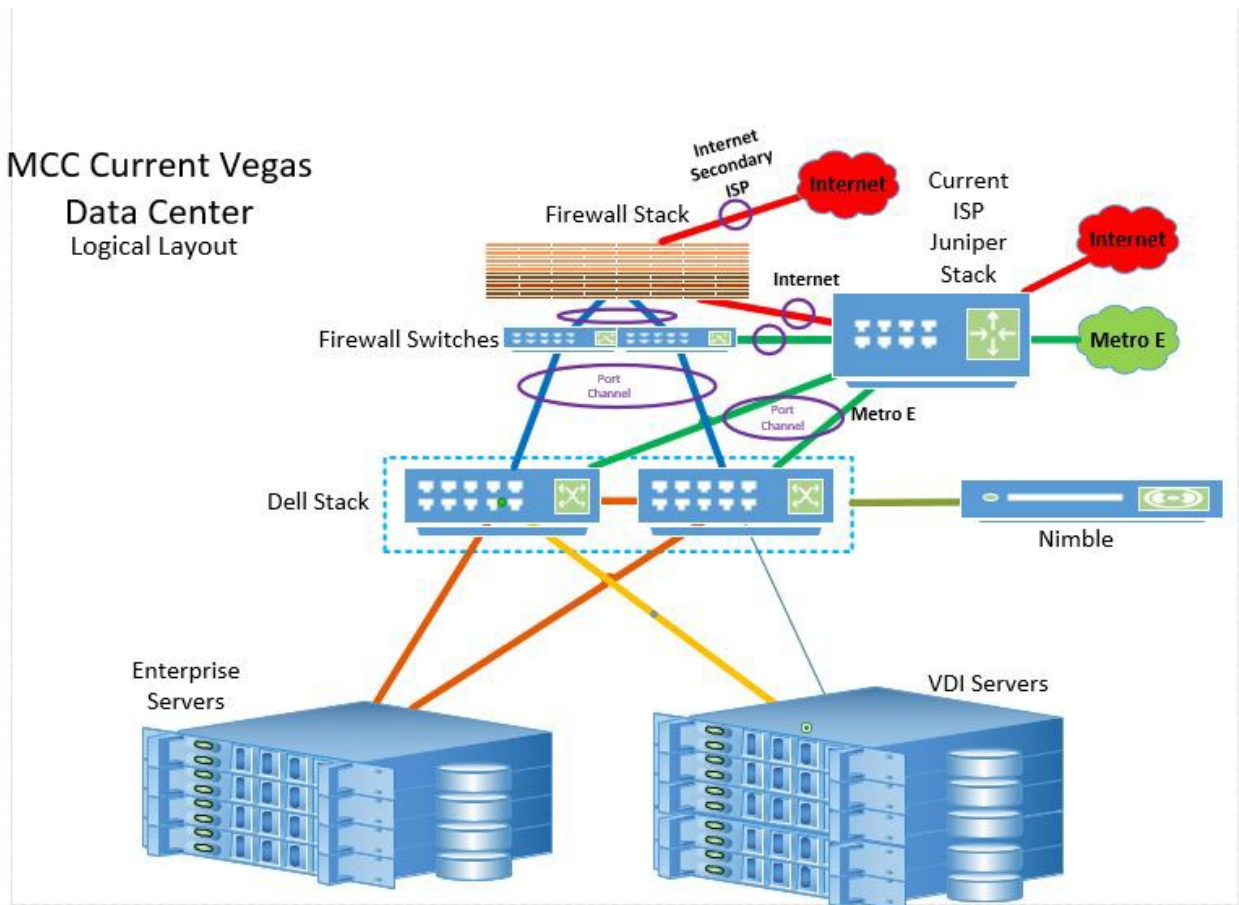
Kingman, AZ 86401

Kingman Beale Street
309 E Beale St
Kingman, AZ 86401

The conceptual diagram of the MCC network is shown below:



MCC Current Vegas
Data Center
Logical Layout



- Links are 250 Mbps (DAC, North Mohave)
- Kingman Beale Street currently has no infrastructure
- Links are 750 Mbps; (Bullhead, Havasu)
- Link is 1Gbps full duplex; (Kingman, Datacenter Metro E 1&2)
- Links From ISP to Firewall are 1Gbps-10Gbps

- Cloud is metro-Ethernet handing off to the various campuses/nodes through L3 switches & routers;
- Supports all college data, voice over IP (VOIP), interactive television (ITV/H.323) as well as other IP based protocols.
- All nodes terminate into the cloud so that should one link/node fail all other links/nodes are still communicating to the cloud

The cloud terminates at the various nodes using vendor provided equipment. Maintenance/monitoring of the cloud are the responsibility of the cloud services vendor and are monitored by the vendor 7/24/365. Once the Ethernet handoff is affected between vendor premise equipment and college owned equipment (L3 switch/router/firewall) the college assumes monitoring responsibility.

Service Level Agreements are in place to monitor network availability, latency, packet deliver and committed information rate. All are measured over the cloud between vendor premise equipment.

Product Description, Specifications and Scope

Mohave Community College is interested in vendors that can satisfy the current needs/standards of the MCC cloud/network as well as provide additional functionality. These are:

- Cloud shall be Ethernet compatible effecting handoff to the various MCC campuses/nodes through L3 switches/routers/firewalls and supporting Ethernet connectivity between the campuses.
 - Seamless support for Virtual Local Area Networks (VLANS) across the network/cloud
 - Ability to support end to end encryption of data traffic at the hardware/software level across the cloud/network
 - Ability to support encrypted data traffic without intermediate steps to decrypt/encrypt for routing needs

- The college will also entertain the idea/implementation of individual internet links to all sites connected with a site to site VPN should this option prove beneficial to the budget and goals of the college.

- Supports all college data, voice over IP (VOIP), interactive television (ITV/H.323) as well as other IP based protocols.
 - Commitment to support additional protocols as released and accepted as industry standard.

- Campus/Learning Center/Datacenter
 - Link to the Kingman Neal campus shall be at 1Gbps - 10 Gbps – if pricing for intermediate speeds are available include those prices in your response.
 - Links to the Datacenter shall be at 1Gbps to 10 Gbps – if pricing for intermediate speeds are available include those prices in your response.
 - Link to the North Mohave campus, Kingman Beale Street, and DAC shall be at 250 Mbps - 10Gbps – if pricing for intermediate speeds are available include those prices in your response.
 - Links to remaining Campus/Learning Centers shall be at 750 Mbps – 10 Gbps– if pricing for intermediate speeds are available include those prices in your response.
 - Ability to increase speeds on individual links to 135% of base speed during peak times based on the needs of MCC (registration for example) with no contract modifications. Reducing speed to base speed allowed after peak times.
 - Ability to bring alternate sites into the cloud at 25 Mbps full duplex for special events as necessary (graduation. . .). Special events are time specific and typically do not exceed 7 business days.

- All Campus/Learning Center nodes will terminate into the cloud so that should one link/node fail all other links/nodes are still communicating to the cloud

- Redundant connections should be available for each node/link into the cloud such that should the primary link fail the alternate link will come on line.
 - Speed of the redundant link can be identified as 50% of primary base speed
- The Internet links will terminate from the Datacenter at the base speed of 1-10Gbps (Price 1-10Gbps).
 - Shall be provided by a Tier 1 ISP at the national level
 - A redundant internet connection should be available such that should the primary Internet connection the second can come online.
 - Speed of the redundant internet connection can be identified as 50% of primary base speed
 - MCC is open to two internet links such that the combined base speeds support the defined base speed (10Gbps full duplex base speed) with load balancing in effect. Increased speeds and service level agreements will apply to this combined link) □ Data Center
 - Ability to increase speed to 135% of base speed during peak times based on the needs of MCC (registration for example) with no contract modifications. Reducing speed to base speed will be allowed after peak times.
 - Link shall enter Data Centers as a physically separate install and shall not share any network resources defined for the MCC cloud
 - Service Level Agreements (measured over the cloud between vendor premise equipment). Service level agreements shall apply regardless of problems from physical equipment failure or subcontractor failure
 - Network availability shall be at 99.999% availability
 - Latency (25 milliseconds or less)
 - Packet deliver (99.999%) and committed information rate (100%).

All responses must address the following questions and/or concerns. Please submit proposal in a binder with tabs marked appropriately for each item below.

- 1) A complete description of the product(s) and implementation approach you would offer to satisfy all of the College's requirements.
- 2) A description of the strategy and approach you would offer to help the College achieve its objectives of implementing its SCSP as described above. This should include complete discussion of any design and development activities already underway, the extent to which you would engage the College in design and/or development activities and specific timelines for development and deployment.
- 3) Background information and a brief history of your company.
- 4) Roadmap on technology improvements over the next 24-60 months and statements of ability to provide these improved services to the college locations in Mohave County. Specifically address adoption and incorporation of new technologies.

- 5) Current client references, similar in size and/or complexity to the College, who are using the proposed solution, preferably in the Mohave County area. In addition to references all Principals should provide information on bankruptcy.
- 6) Budgetary cost of ownership projections including narrative information regarding the basis of the projections so that the College can assess cost reasonableness and likely applicability to the College's situation and environment. Include a detailed breakdown of cash and non-cash, and recurring and non-recurring costs; describe any and all applicable licensing cost models in support of the recurring and non-recurring costs.
- 7) Expectations of what the College must provide in order to ensure the successful implementation of the SCSP, including elements such as, staffing, hardware, environmental, etc. Offerors shall include in its proposal any ongoing technical, functional and administrative labor required of the College to operate the STSP.
- 8) Please provide an expected timeline on roll-out for anticipated project.
- 9) How has your company performed against Service Level Agreements?
- 10) Describe any special maintenance support/back-ups plans (i.e. depots)
- 11) Describe any services you provide in the voice arena.
- 12) Describe any Business Continuity/Disaster Recovery plans your company has in place that will allow the college cloud as described in this document to remain functional should the company experience a technology failure
- 13) Please describe your involvement in providing access and security in a cloud environment. Detail the Data Security Plan and describe how the system is secure as well as how you guarantee your personnel do not have access to client data.
- 14) Please indicate the length of contract that your organization would propose and specify our ability to make changes to the services and or contract terms.
- 15) Describe how the Offeror will provide Name Space Services for Mohave Community College.
- 16) Clearly identify whether your response is for: A private cloud connection between sites, direct Internet access for 1 or more sites, or a combination. Offeror will employ to seamlessly integrate your network offering with the offering of another Offeror.

In addition to those capabilities listed in Section 3 – Goals of the Strategic Communications Services Plan, please list any ADDITIONAL or SPECIAL SERVICES that you would be able to provide in conjunction with the deployment of the SCSP.

Any questions regarding this RFP should be directed via e-mail to Christine Van Vleet at cvanvleet@mohave.edu.

The College shall not be responsible for any costs associated with developing and submitting a response to this RFP. Neither the College nor any individual or firms submitting responses to this RFP, shall have any obligations as a result of this RFP.

5. OFFER ACCEPTANCE AND ORDER RELEASES: 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.

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.

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.

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.

6. ACCEPTANCE OF SERVICES AND PRODUCTS: Acceptance of the goods and services shall be made by the College Department designated on the issued Purchase Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

Pricing Chart 2 years					
	250 Mbps	750 Mbps	1G	10G	Other Speeds
North Mohave					
Kingman 309 Beale Street					
Detroit Ave Center					
Bullhead					
Havasu					
Kingman					
Datacenter 1&2 (Metro E)					
Datacenter Internet 1					
Datacenter Internet 2					

Pricing Chart 3 years					
	250 Mbps	750 Mbps	1G	10G	Other Speeds
North Mohave					
Kingman 309 Beale Street					
Detroit Ave Center					
Bullhead					
Havasu					
Kingman					
Datacenter 1&2 (Metro E)					
Datacenter Internet 1					
Datacenter Internet 2					

Pricing Chart 5 years					
	250 Mbps	750 Mbps	1G	10G	Other Speeds
North Mohave					
Kingman 309 Beale Street					
Detroit Ave Center					
Bullhead					
Havasu					
Kingman					
Datacenter 1&2 (Metro E)					
Datacenter Internet 1					
Datacenter Internet 2					

8. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT EMAIL ADDRESS: _____

E-MAIL ADDRESS TO WHICH ORDERS CAN BE TRANSMITTED: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

By signing and submitting these bid offer and Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes and may not be limited to the Standard Terms & Conditions, and this Offer Agreement. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated.

Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by Mohave Community College's authorized agent, a binding contract is formed that shall require the Offeror to provide the services described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Mohave Community College standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

STANDARD TERMS AND CONDITIONS

1. OPENING:

Responses will be publicly opened and respondent's name only will be read on the date and at the location defined in the *Request for Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the College considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, Mohave Community College (COLLEGE) will enter into an agreement with the one or multiple respondent(s) that submitted the proposal most advantageous to the College and determined responsible for supplying the required goods or services.

The COLLEGE reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COLLEGE or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in College Policies and Procedures; 3) to reject any and all responses; 4) to re-advertise for proposals previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP may be posted on the Procurement website. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Governors in accordance with the Mohave Community College Procurement Code. The College reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COLLEGE. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of the COLLEGE, and the COLLEGE reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against Mohave Community College or its officers or employees when any of the rights reserved by the COLLEGE may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by Mohave Community College. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with Mohave Community College's terms and conditions as set forth herein, the COLLEGE's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by MCC's Procurement Code

except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by the COLLEGE.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, the COLLEGE at its sole option and at no cost to the COLLEGE may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COLLEGE.

To mitigate or prevent damages caused by delayed delivery, the COLLEGE may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. Mohave Community College reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to the COLLEGE. Mohave Community College reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

Mohave Community College shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by the COLLEGE. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, the COLLEGE, at its sole discretion and without prejudice to the COLLEGE's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COLLEGE.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

Mohave Community College will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COLLEGE FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, the COLLEGE may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to the COLLEGE, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail,

neglect, or refuse immediately to do so, the COLLEGE, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to the COLLEGE. In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the COLLEGE to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the COLLEGE in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the COLLEGE provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of Mohave Community College or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with Mohave Community College, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Mohave Community College.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COLLEGE has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COLLEGE. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COLLEGE's blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COLLEGE agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless Mohave Community College, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use.

20. PATENT INDEMNITY:

Contractor shall hold Mohave Community College, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to the COLLEGE against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless Mohave Community College, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold Mohave Community College harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable College, County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Mohave County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of Mohave Community College. Approval may be withheld at the sole discretion of the College, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the Mohave Community College Board of Governors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Mohave Community College shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., Mohave Community College shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

Mohave Community College shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall Mohave Community College be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to Mohave Community College are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of Mohave Community College and shall be marked, as is practical, as the "Property of Mohave Community College" and if requested by the COLLEGE a copy of the tooling and documentation shall be delivered to the COLLEGE within twenty days of acceptance by the COLLEGE of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to the COLLEGE. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by the COLLEGE at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and the COLLEGE, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COLLEGE the Contractor agrees to reimburse the COLLEGE for said actual and incremental costs provided that the COLLEGE had given the Contractor reasonable time to respond to the COLLEGE's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Mohave Community College which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Mohave Community College Procurement Rules.

33. TERMINATION:

Mohave Community College reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at any time, without penalty or recourse when in the best interests of the COLLEGE. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize 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 promptly delivered to the COLLEGE. 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. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of Mohave Community College or be entitled to receive any employment-related fringe benefits. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold Mohave Community College harmless from any and all liability which the COLLEGE may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of Mohave Community College. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of Mohave Community College shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that Mohave Community College does not have authority to enter into the blanket contract, purchase order or contract, the COLLEGE shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of Mohave Community College to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

Mohave Community College shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of the COLLEGE's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements

of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that the COLLEGE may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COLLEGE:

For those projects and contracts where Mohave Community College has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Mohave Community College, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by the College during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to Mohave Community College or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF STANDARD TERMS AND CONDITIONS