

## WELDING EQUIPMENT AND SUPPLIES

**AS #20-01**

Navajo County Community College District, dba Northland Pioneer College (NPC), is currently seeking proposals from qualified bidders for **welding equipment and supplies** in accordance with the Scope of Work specified in this Request for Proposal (RFP).

<p><b>Proposal Due Date</b> <b>3:00 PM 1 August 2019</b></p>
------------------------------------------------------------------

In accordance with A.R.S. § 41-2533, competitive sealed Offers for the services specified, will be received by the Purchasing department of the NPC online through the Public Purchase E-Procurement system (<https://www.publicpurchase.com/>) on or prior to the posted bid close date and time. **Late Offers will not be considered.**

### **Request for Qualifications Solicitation Point of Contact:**

Northland Pioneer College  
Maderia Ellison, Vice President for Administrative Services, CFO  
2251 E Navajo Blvd  
PO Box 610  
Holbrook, Arizona 86025

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received prior to **3:00 PM 1 August 2019 (Arizona Time)**. Questions must be submitted via the Public Purchase website or to the email address(es) below; include the specified contact name, proposal number, any question(s) and a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the [Public Purchase](#) Website listed below by **5:00 PM 29 July 2019 (Arizona Time)**:

Copies of the Request for Proposal, questions and answers, and any related documents are available on the Public Purchase Website: <https://www.publicpurchase.com/>.

### **Inquiries**

**PROCEDURAL QUESTIONS** regarding this Request for Proposal should be directed to:  
**Maderia Ellison, Chief Finance Officer** via the Public Purchase Questions tab

**Contents**

Definition of Terms .....3

General Information..... 5

    Campus locations:..... 5

    Center locations: ..... 5

Section I: Request for Proposal (RFP) Summary .....6

    Introduction..... 6

    Overview..... 6

Section II: Scope of Work .....6

    Project Scope .....6

    Experience and References..... 7

    Technical Requirements ..... 7

    Additional Requirements ..... 8

Section III: Proposal Preparation and Submittal.....8

    Proposal Format..... 8

    General Notes ..... 11

    Submitting the Proposal..... 11

    Withdrawal / Modification of Proposals..... 12

Section IV: Uniform Terms and Conditions ..... 12

Section V: Selection and Contract Award ..... 24

Section VI: RFP Completion Checklist ..... 25

Section VII: Proposal Form ..... 26

Section VIII: AGREEMENT ..... 29

ATTACHMENT A: *Exceptions* ..... 32

ATTACHMENT B: *Cost Proposal* ..... 33

ATTACHMENT C: Offer and Acceptance ..... 38

ATTACHMENT D: *Tentative Schedule of Events* ..... 39

### Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

**“Attachment”**: any item the Solicitation requires an offeror to submit as part of the Offer.

**“NPC”**: Northland Pioneer College

**“The Bid”**: a complete and properly signed Statement to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents.

**“The College”**: Northland Pioneer College

**“Contract”**: the combination of the Solicitation, including the uniform and Special Instructions to Architects, the Contract and Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.

**“Contract Amendment”**: a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

**“Contractor”**: any person who has a contract with Northland Pioneer College.

**“CTE”**: Career and Technical Education

**“Days”**: calendar days unless otherwise specified.

**“Delivery Time”**: denotes delivery time after proper receipt of a PO for purposes of responding to this RFP.

**“District”**: Navajo County College District dba Northland Pioneer College (NPC)

**“Entity Submitting RFP”**: the terms “vendor”, “proposer”, “offeror”, “firm”, “vendor”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

**“Exhibit”**: any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

**“FCAW”**: flux cored arc welding

**“FCAW-S”**: flux cored arc welding – self-shielded

**“FCAW-G”**: flux cored arc welding – gas shielded

**“Gratuity”**: 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.

**“GMAW”**: gas metal arc welding

**“GTAW”**: gas tungsten arc welding

**“Manufacturer”**: Indicates an entity that makes the product

**“May”**: indicates something that is not mandatory but permissible/desirable.

**“MSRP”**: Manufacturer’s Suggested Retail Price

**“Offer”**: bid, statement of qualifications or quotation.

**“Offeror”**: an individual or business providing a response to the Request for Proposal.

**“PDC”**: Painted Desert Campus

**“Procurement Officer”**: the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

**“RFP”**: request for proposal

**“RFQ”**: request for quote

**“RFQu”**: request for qualifications

**“SAW”**: submerged arc welding

**“Shall, Must, Will”**: indicates a mandatory requirement(s) that must be addressed. Failure to address these mandatory requirements will result in rejection of your proposal as non-responsive. NPC may, but is not required to, reserve the right to request additional information.

**“Should”**: Indicates something that is recommended but not mandatory. If the Supplier fails to provide recommended information, NPC may, at its sole option, ask the Supplier to provide the information or evaluate the proposal without the information.

**“SMAW”**: shielded metal arc welding

**“Solicitation”**: an Invitation for Bids (IFB), a Request for Proposals (RFP), Request for Qualifications (RFQ), or a Request for Information (RFI).

**“Solicitation Amendment (or Addendum)”**: a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**“Subcontract”**: any Contract, express or implied, between the Architect and another party or between a Consultant and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

**“SOQ”**: statement of qualifications

**“SOW”**: statement of work

**“STJ”**: St. Johns Center

**“WMC”**: White Mountain Campus

### General Information

NPC is a regionally accredited, publicly funded, comprehensive community college serving northeastern Arizona. NPC's mission is to provide, support and promote lifelong learning. Founded in 1974, NPC currently enrolls about 6,700 students in both credit and noncredit courses at multiple sites in both Navajo and Apache counties.

### Campus locations:

**White Mountain Campus**  
1001 W. Deuce of Clubs  
Show Low, AZ 85901

**Silver Creek Campus**  
1611 S Main Street  
Snowflake, AZ 85937

**Painted Desert Campus**  
2251 E Navajo Blvd.  
Holbrook, AZ 86025

**Little Colorado Campus**  
1400 E Third Street  
Winslow, AZ 86047

### Center locations:

**Springerville-Eagar Center**  
940 E Maricopa Street  
Springerville, AZ 85938  
Keams Canyon, AZ 86034

**Hopi Center**  
First Mesa (adjacent to Hopi Jr./Sr. High School)  
Highway 264, Milepost 397  
Polacca, AZ 86039

**St. Johns Center**  
65 South 3rd West  
St. Johns, AZ 85936

**Kayenta Center**  
1/4-mile north of highway junction 160/163,  
**on Highway 163 behind** the Kayenta Township  
Office and adjacent to US Post Office

**Whiteriver Center**  
720 S Chief Ave  
Whiteriver, AZ 85941

## Section I: Request for Proposal (RFP) Summary

### Introduction

NPC is seeking proposals from qualified Offerors for **welding equipment and supplies** in accordance with the Scope of Work specified within this RFP. Proposals shall address service for the three Career and Technical Education (CTE) welding program sites to include the White Mountain Campus (WMC), Painted Desert Campus (PDC) and the St John's Center (STJ) facilities.

With an annual budget for support material and supplies exceeding **\$100,000.00**, the NPC CTE welding program offers a full spectrum of welding coursework from safety standards, metal preparation to basic and advanced courses in gas metal arc welding (GMAW), Gas tungsten arc welding (GTAW), Shielded metal arc welding (SMAW), weld quality, plastic and aluminum welding and more. The suppliers selected as a result of this proposal will become a key partner in maintaining the highest standards in the educational environment through their service, support and provision of quality products.

### Overview

With the exception of gases, lots have been classified by product type for the purpose of this RFP. Pricing should be based upon a specific, published Manufacturer's Suggested Retail Price (MSRP) less discount model. Pricing for gases shall be provided according to the vessel sizes identified within the cost proposal.

## Section II: Scope of Work

### Project Scope

1. NPC reserves the option to award multiple contracts per lot, individually, and or all or none on this contract whichever is determined to be in the best interest of NPC.
2. This contract will be tied to discounts from the Manufacturer's Suggested Retail Pricing for certain lots; in those instances, the discount to be applied will be from the current MSRP or Trade Services Price list in effect at the time of purchase.
3. All proposals must have a MSRP price list submitted for award consideration and evaluation purposes, NPC also encourages vendors to provide manufacturers web sites so that pricing and product information can be readily obtained on line when orders are placed. It is understood that discounts provided will be taken from any on line catalogs available from the manufacturer in those instances.
4. Potential vendors are encouraged to submit multiple manufacturers to be competitive. NPC uses multiple product types and sources.
5. Suppliers are encouraged to provide additional volume-based pricing for consideration. Examples include, but are not limited to, deeper discounts based on dollar thresholds for single orders, cumulative purchases, educational discounts and aggregate volume. Suppliers shall propose how additional discounts are to be earned.
6. All discounts provided must include shipping and handling with the exception of those instances in which the client is wanting expedited service for delivery. By definition expedited services would be any requested deliveries on non-stocked items in 3 days or less.

7. Suppliers may choose to propose a percentage discounts for the entire catalog.
8. No manufacturer proposals will be considered if they are not accompanied by a MSRP price list or Trade Services price list at the time proposals are received.
9. If vendors do not wish to respond to specific manufacturer pricing, please ensure that Attachment A (*Exceptions*) is completed and included in the response.
10. This contract will be awarded on a scoring based upon 60% pricing, 25% upon other values added, and 15% upon references in accordance with the evaluation criteria identified more specifically on Page 24 of this RFP.
11. Vendor will provide all insurances including general liability, auto liability, and worker's compensation with proposals for award consideration.
12. NPC is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Offeror, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Offeror does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, NPC will assume that access is granted by the Offeror to any subsequent agreement/contract.
13. A price list of all services must be provided with proposal for evaluation and award consideration.

#### Experience and References

1. Offeror must have a demonstrated service history.
2. Offeror must be able to provide at least three client references who provide background of prior service, reliability and work experience.
3. Offeror must provide résumés of any employees who will work with NPC's welding program.

#### Technical Requirements

1. Offeror must be able to communicate live with NPC staff during normal NPC business hours, 8:00 a.m. to 5:00 p.m. – Arizona Time (GMT-7).
2. The Offeror will commit that its awarded Agreement with NPC:
  - a. Shall be the Offeror's primary best price offering for Education.
  - b. Has the support of the Supplier's senior management.
  - c. Has the support of Offeror's sales team.
3. The Offeror will commit that the awarded Agreement:
  - a. Shall provide products and services that meet or exceed member requirements.
4. The Offeror will commit that the NPC Agreement:
  - a. Shall be enhanced by Offeror's sales force which is trained, engaged, and committed to the success of the program.
  - b. Shall report sales accurately and timely to NPC as required.
5. The Offeror will commit that its awarded Agreement with NPC:
  - a. Shall comply with all federal laws and regulations.
  - b. Shall comply with all state and local laws and regulations.



### Additional Requirements

Offeror may propose innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered. Examples may include:

1. Value-added attributes, products and services are items offered in addition the products and services being proposed which adds value to those items being proposed.
2. A value-add would include a program or service that further serves NPC's needs above and possibly beyond standard expectation and complements the product offering.
3. Willingness to work with NPC on a sponsorship program, if requested.
4. Incentives to NPC for early payment.

### Section III: Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Bids submitted failing to follow these requirements may result in disqualification of the proposal.

Before submitting a proposal, each Offeror shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment for lack of such familiarization.

### Proposal Format

The Offeror's proposal should be organized in sections as outlined below:

#### **1. Cover Letter**

All proposals must include a cover letter submitted under the Offeror's name on the Offeror's letterhead containing the signature and title of a person or an official of the Offeror who is authorized to commit the business to a potential contract with NPC. The cover letter must also identify the primary contact for this proposal and include NPC's RFP number found within this RFP. The cover letter should express the Offeror's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

#### **2. Proposal Form**

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the Offeror to a contract with NPC.

#### **3. Proposals**

The Offeror must submit one (1) digital .PDF copy of the proposal.

#### **4. Qualifications**

The proposal verbiage must describe the Offeror's qualifications to provide the requested products and/or services, and include the following:





- a. Description of the nature of the Offeror's business; include a description of experience, competencies, and overall organizational capabilities.
  - i. Employer Identification Number
  - ii. Dun and Bradstreet identification (D-U-N-S number) and indicate if Offeror is registered on SAM.gov.
  - iii. State sales tax rates/transaction privilege tax (TPT) license number
  - iv. Volume/trade information
- b. Corporate organization chart indicating key management team members.
- c. Number of years of business in this industry.
- d. Description of the Offeror's capabilities to provide the requested product(s)/service(s).
  - i. Location(s) for pickup by customers
  - ii. Number of employees working at servicing location(s)
  - iii. Number of Delivery Trucks
  - iv. Dollar amount of average in-stock inventory of servicing location(s)
- e. Description of the staff structure, the background, qualifications and relevant experience of key staff members involved in the project, including length of time at Offeror; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used include:
  - i. Technical support
  - ii. Limiting equipment downtime
- g. References: The Offeror must provide three (3) independent references from three (3) different contracts or relationships of similar scope, nature, and complexity to that requested by NPC. NPC prefers educational or governmental entity references. Each of the references must include the following information:
  - i. Entity Name
  - ii. Industry Type
  - iii. Address, City, Province/State/Country
  - iv. Contact Name, Title, Phone Number, and Email address
  - v. Year(s) service(s) provided
  - vi. Overview of contract or relationship
  - vii. Comments (include details regarding the current status of the product/service provided by Offeror)

**5. Response**

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP.

**6. Exceptions Requested**

Any exceptions to the requirements of this RFP that the Offeror requests NPC to consider must be placed in this section. Each alternate or exception should be addressed separately with specific

reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the Offeror should be included here with a brief explanatory introduction.

#### **7. Proprietary Information**

In the event any Offeror shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. NPC discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. NPC, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. NPC shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

#### **8. Cost Proposal**

NPC expects that all costs are included in the overall fee for services and products proposed, and that there will be no additional expenses billed to NPC for any reason.

#### **9. Appendix**

The Proposal Appendix must include:

- a. All documents or forms required by NPC to be completed by the Offeror including the required documents specified in the Attachments of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your business.
- c. If an Offeror has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The Offeror agrees to notify NPC of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the Offeror intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the Offeror must supply the name, address, qualifications and criteria used by the Offeror for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of NPC, except that the Offeror may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the Offeror.
- e. Samples of any documentation or form that Offeror will require NPC to sign.

#### General Notes

**Familiarity with this RFP** - All Offerors certify that they have carefully and thoroughly reviewed this RFP, understand the nature and scope of the work to be done, and that their Offer is based on the terms, conditions, specifications and requirements of this RFP.

**Submission of Offer** - It shall be the responsibility of the Offeror to ensure that the Offer documents are uploaded into Public Purchase no later than the due date and time. Offers received after this time and date will not be considered. Oral, facsimile (fax machine), mail, e-mail or computer data transfer proposals will not be accepted. Each Offer shall be prepared simply, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents.

**Cost of Proposal Preparation** – Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Offeror and shall not be reimbursable in any manner by NPC. NPC will not reimburse the cost of developing, presenting or providing any response to this solicitation.

**Site Visits** - Outside of any mandatory site visit, no additional site visits or conversations with college personnel are to occur by any prospective Offeror unless specifically authorized in writing by the Chief Finance Officer or designee.

**Certification** – By signature on the Proposal Form included herein, the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The vendor 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. In addition, vendor certifies whether or not an employee of NPC has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to NPC only those services and/or materials as stated in and allowed for under resulting agreement(s).

#### Submitting the Proposal

Submissions can only be **uploaded via the Public Purchase portal** <https://www.publicpurchase.com/>.

The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform

No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

#### Withdrawal / Modification of Proposals

Proposals may be withdrawn by entering the request via the Public Purchase portal or by written notice directly to NPC's Procurement Manager any time before the scheduled opening date and time. No RFP may be withdrawn or modified after the submission deadline.

#### Section IV: Uniform Terms and Conditions

Offers that take exception to any Terms & Conditions stated within this Request for Proposal (RFP) may cause the offer to be considered as non-responsiveness or may result in cancellation of contract if already awarded.

The Terms and Conditions, which become part of any award made from this RFP, constitute the provisions of the agreement to be executed between NPC and the successful bidder. NPC reserves the right to negotiate with the successful Offeror and modify any of the provisions of the agreement upon mutual agreement of the parties.

1. **Assignment:** Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of NPC's Chief Finance Officer or designee.
2. **Binding Effect:** The parties agree that the resulting contract shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.
3. **Cancellation of Contract/Default:** Either party may terminate this Agreement with or without cause by giving the other party at least seven (7) days prior written notice of termination.

In the event that the Contractor breaches any of the terms and provisions of the Contract, NPC reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor requiring that this be corrected within a ten (10) day period from the date said notice is received by the Contractor. If the condition is not remedied within this time period, failure to do so on the part of the Contractor may result in NPC resorting to any single or combination of the following remedies:

- a. Cancel any contract with a seven (7) day written notice
- b. Reserve all rights or claims to damage for breach of any covenants of the contract
- c. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, NPC reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of NPC. NPC may recover any actual excess costs from the Contractor by:

i. Deduction from an unpaid balance

4. **Availability of Funds:** In accordance with A.R.S. § 35-154, every payment obligation of NPC under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of the Contract, the Contract may be terminated by NPC at the end of the period for which funds are available or at NPC's option, may allow appropriate amendment to the contract. No liability shall accrue to NPC in the event this provision is exercised, and NPC shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. **Bid Security:** Bid Security is not required for this RFP.
6. **Claims Resolution:** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9 and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
7. **Catastrophe:** If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at NPC shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.
8. **Charges Outside Scope of Agreement:** Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by NPC unless pre-approved in writing by the Chief Finance Officer or designee.
9. **Offer Pricing:** All Offerors agree that their pricing is valid for a minimum one hundred twenty (120) days after Offer submission to NPC.
10. **Confidential Information/Privacy Laws:** NPC is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that NPC identifies to it as confidential without the written authorization of NPC. This requirement survives the completion, termination or cancellation of the resulting contract.
11. **Responsiveness to Specifications:** It is recognized that more than one method may be used to accomplish the sought after task functionality. If the Offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the RFP response. NPC shall be the sole judge as to whether any alternate methodology will be accepted.
12. **Conformity to Requirements:** Unless otherwise expressly provided in the Contract, for one year after delivery and acceptance to NPC the materials and services provided under the Contract shall: conform to the requirements of the Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications,





and drawings identified in the Scope of Work, and any written affirmations of the Offeror included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by NPC. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or any portion of the materials or services, which do not fully comply, constitutes a breach of contract. NPC reserves all rights to pursue any remedy available under the Contract or applicable law. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

13. **Continuation of Performance:** 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 upon termination of Contract.
14. **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 must 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.
15. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
16. **Employee Identification:** Offeror agrees to provide an employee identification number or social security number to NPC for the purposes of reporting appropriate taxing authorities, monies paid by NPC under the ensuing Contract. If the federal identifier of the Offeror is a social security number, this number is requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041aA
17. **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must 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 the intent to be bound, such as an original signature, shall result in rejection of the Offer.
18. **Exceptions to the Terms and Conditions:** Offerors shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. If submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate the specific exceptions on Appendix F. OFFERORS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM

THE RFP SPECIFICATIONS. IF AN OFFEROR MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Offeror taking the exception a competitive advantage over other Offerors, or 2) gives NPC something significantly different than NPC requested.

- 19. Modifications/Revisions to Request for Proposals:** Any interpretation, correction, or change to this RFP will be made in the “Amendments” tab in Public Purchase. Vendors will be notified of any Amendments via Public Purchase-generated email. Vendors must acknowledge the Amendment in Public Purchase. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding, and Offerors shall not rely upon such interpretations, corrections, and changes. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 20. Exceptions to Other Solicitation Documents:** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
- 21. Exclusion of Offerors from Submitting:** An Offeror may be removed or suspended from NPC’s list of potential vendors and be prohibited from participating in any of the Solicitation processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other government entity. An Offeror may be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. An Offeror excluded from participating shall be relieved of prohibition at any time after the 90-day minimum period, upon demonstrating to NPC’s satisfaction that the problems which resulted in the removal or suspension have been corrected.
- 22. Survival of Warranties:** All representations and warranties made by the Offeror under the Contract shall survive the expiration or termination of the Contract.
- 23. Third Party Antitrust Violations:** The Offeror assigns to NPC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Offeror, toward fulfillment of the Contract.
- 24. Compliance with Anti-Boycott of Israel Requirements:** Offeror warrants it is not engaged in a boycott of goods and services from Israel as defined by A.R.S. §35-393.01.
- 25. Compliance with Immigration Laws:** As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security’s E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by



NPC. NPC retains the legal right to inspect the documents of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless NPC, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which NPC is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-Contractor as specified in this paragraph.

- 26. Cooperative Purchasing:** NPC is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. Any contract resulting from this solicitation shall be for the use of NPC. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with NPC's Purchasing and Contracting Department are eligible to participate in any subsequent contract. Additionally, the resulting contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <https://www.maricopa.gov/DocumentCenter/View/6664/List-of-All-Participating-Agencies-PDF?bidId=> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The resulting Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of the resulting contract (i.e., freight charges, travel related expenses, etc.). Additionally, the resulting Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's requirements.

If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, NPC will assume that access is granted by the Proposer to any subsequent agreement/contract.

NPC shall not be responsible for any disputes arising out of transactions made by others.

- 27. Contracts Administration:** Contractor must notify the Purchasing Manager for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
- 28. Contract Assignment or Sub Contract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of NPC.
- 29. Contract Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, the resulting contract and/or any Purchase Order(s) issued against it is subject to cancellation by NPC if any personnel significantly involved in the resulting contract are found to be in conflict of interest.

30. **Contract Format:** The resulting award notice will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.
31. **Contract Modification:** Any changes to the resulting contract (including any renewals, or amendments of any type) must be agreed upon both parties and approved in writing by NPC's Chief Finance Officer and the President or Vice President of the resulting contracting company.
32. **Contract Status:** The response to this RFP will be considered as an offer to contract. After final negotiations, NPC in accordance with the section below will issue an acceptance of the RFP Offer.
33. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Request for Proposal, which occurs prior to delivery to NPC; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
34. **Contract Termination for Appropriation:** The resulting Contract shall be in force until the expiration date. However, NPC is a public entity subject to State appropriation of funds. If The NPC District Governing Board determines, at its sole discretion, not to allocate sufficient funds for NPC to uphold this agreement, NPC has the right to terminate this agreement upon (30) thirty-days written notice.
35. **Contract Termination for Breach:** A non-breaching party may terminate the resulting contract for the failure of the other party to comply with the resulting contract by giving that other party a seven-day (7) written notice of the failure to comply. NPC may terminate the resulting contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.
36. **Stop Work Order:** NPC 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 the Contract. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Contractor incurs losses, the Contractor must make a claim in accordance to Paragraph 10 of the Terms and Conditions of the Contract.
37. **Right to Assurance:** If NPC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under the Contract, the Purchasing Officer may require the Contractor give a written assurance of intent to perform within a reasonable time. Failure by the Contractor to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.
38. **Right of Offset:** NPC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by NPC, or damages assessed by NPC concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs, and damages described in the Terms and Conditions.
39. **Entire Agreement:** The resulting contract expresses the totality of the terms of the agreement between the parties. Any verbal representation shall have no force or effect whatsoever. The resulting contract shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by the resulting contract. The parties each represent that no

promises, representations or inducements have been made by the other party with respect to the subject matter of the resulting contract, except as specifically set forth herein. The resulting contract may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.

- 40. Invoicing:** All billing notices or invoices shall be sent to NPC whose address appears on the Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.
- a. Bill to Name and Address
  - b. Contractor Name, Remit to Address and Contact Information
  - c. Contract Number
  - d. Purchase Order Number
  - e. Project Number
  - f. Invoice Number and Date
  - g. Services Delivered
  - h. Itemized Pricing
  - i. Total Invoice Amount Due

Problems regarding billing or invoicing shall be directed to NPC as listed on the Purchase Order.

Invoices not sent to the proper address, or not containing the necessary and required information will be rejected by the owner and returned for correction. A Contractor whose payments are delayed due to improper invoicing shall make no claim against NPC for late or finance charges.

Contractor shall review and insure that the invoices for Services provided show the correct Contractor name prior to sending them for payment. NPC will not make payments to any Entity, Group, or individual other than Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group, or individual other than the contractually specified Contractor shall be returned to Contractor for correction. If Contractor Name and FEI Number change, Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. NPC must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

Contractor shall submit monthly invoices during the performance of the service to NPC as directed by the purchase order and in accordance with contract pricing. Invoices shall be received by NPC no later than the current month for the preceding month's Contract performance. In no instance shall the amount(s) being invoiced differ from the price established in the fee proposal and any subsequent approved written Amendments. Upon completion of a project, Contractor shall submit a final invoice, which shall be indicated as "final" on the invoice. Failure to comply with these requirements may result in a partial or total denial of payment.

- 41. Equal Opportunity and Affirmative Action:** NPC is committed to Equal Opportunity and

Affirmative Action. The successful Offeror must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.

- 42. Indemnification:** The Contractor will indemnify, defend and hold harmless NPC, including its directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement. Notwithstanding the foregoing or any other provision of this memorandum of understanding to the contrary, any contract by NPC to indemnify, defend or hold harmless the other Party shall be limited to and payable only from NPC's available insurance or self-insurance coverage liability assumed by contract, if any, available as part of NPC's general liability insurance program.
- 43. Interpretation:** The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.
- 44. Key Personnel:** It is essential that the Contractor provide adequately 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. Requests to make changes of such personnel will be submitted to NPC in writing for prior approval. Such approval will not be unreasonably withheld.
- 45. Liability for Taxes:** The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. NPC shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the resulting contract or otherwise.
- 46. Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
- 47. Insurance Requirements:** The Contractor shall maintain during the term of the resulting contract the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A: VII or better. Prior to commencing work or services, Contractor shall furnish NPC's Purchasing & Contracting Department with certificates of insurance evidencing the required coverage, conditions, and limits required by the resulting contract.

  - a. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.
  - b. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.



- c. **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- d. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.
- e. **Certificates:** Successful bidder shall furnish annually to NPC, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until NPC has been notified, in writing, at least thirty (30) days before the date of *change* or cancellation. Submission on the required documents shall be due before the start of each contract year.

NPC in no way warrants that the minimum limits set forth above are sufficient to protect the Contractor from liabilities that may arise of out Contractor's services. The insurance requirements are minimum and in no way limit the indemnity covenants contained in an Agreement between NPC and the Contractor.

- 48. Governing Law:** Any disputes regarding the resulting contract shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions. Both parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the State of Arizona or the Court of Navajo County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court.

The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. NPC agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations currently and/or in the future pertain to service under the resulting contract. These laws, ordinances, regulations, and policies shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract the same as though written out in full and shall indemnify, hold harmless, and defend NPC from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

- 49. Gratuities:** NPC may, by written notice, terminate this Contract, in whole or in part, if NPC determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of NPC 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. NPC, 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.



- 50. No Liens:** Contractor shall keep NPC free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.
- 51. Order of Precedence:** In the event of a conflict between the specifications, requirements, terms and conditions contained in the RFP, the RFP Offer, and the Supplemental Agreement, the Supplemental Agreement shall take precedence followed by the specifications, requirements, terms and conditions contained in NPC RFP and lastly, the RFP Offer.
- 52. Parties to Agreement:** The resulting contract shall be between Navajo Community College District, hereafter referred to as NPC, and the successful Proposer, hereafter referred to as Contractor.
- 53. Permits:** The Contractor shall be responsible for obtaining all required permits.
- 54. Pricing:** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by NPC. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
- 55. Protests:** A protest shall comply with and be resolved according to Arizona State Procurement Rules Title 41, Chapter 23, Article 9 and rules adopted there under.
- 56. Provision of Supplies, Materials and Labor:** The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the products and/or services included in the resulting contract, subsequent extensions and amendments.
- 57. Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of NPC's Attorney or the Purchasing and Contracting Department.
- 58. Relationship of Parties:** Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.
- 59. Safekeeping of Records:** Contractor shall keep in a safe place all financial records and statements pertaining to the operations of the resulting contract for a period of three (3) years from the close of each year's operation.
- 60. Safety:** The Contractor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall apply

continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

- 61. Severability:** If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.
- 62. Termination for Convenience:** NPC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of NPC without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to NPC. 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 NPC. 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.
- 63. Payments:** Determination of the acceptability of Services shall be made by the sole judgment of NPC. Acceptance criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Contractor's proposal. Contractor deficiencies relating to the stated acceptance and performance criteria of Services under the Contract shall result in a delay for payment and shall be corrected by Contractor at Contractor's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction of NPC and in accordance to the requirements of the Contract and an undisputed invoice has been received by NPC. Payment shall be for the amount of work completed and accepted for the preceding month. NPC shall not be obligated to make final payment until Contractor has delivered to NPC documentation that demonstrates the project has been completed along with a final undisputed invoice. Payment(s) shall not be construed to be an acceptance of defective work.
- 64. Terms of Payment:** If applicable, NPC will issue a Purchase Order for purposes of invoicing and payment. Each invoice will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed.
- 65. Unauthorized Firearms & Explosives:** No person conducting business on College property is to carry a firearm or explosive of any type. All Contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.
- 66. Waiver:** No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.



- 67. Work to be performed by others:** NPC reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.
- 68. Services of Subcontractors:** The Contractor shall not enter into any Subcontract under the Contract for the performance of the Contract without the advance written approval of the Chief Finance Officer. The Contractor shall submit a formal, written request on Contractor's company letterhead, signed by an authorized representative of the Contractor, and containing the following information:
- a. The subcontractor's name, address, phone number, e-mail, and primary point of contact.
  - b. The certifications required of the subcontractor (if any).
  - c. The subcontractor's small business status (if applicable).
  - d. The type of goods and/or services to be provided by the subcontractor.
  - e. The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
  - f. The quality assurance measures that the Contractor will use to monitor the subcontractor's performance.

For services of the Contractor's Subcontractors, compensation shall be computed as a multiple of one (1) times the actual expenses incurred by the Subcontractor.

NPC reserves the right to request additional information deemed necessary about any proposed subcontractor. The subcontract shall incorporate by reference the terms and conditions of the Contract.

- 69. Travel:** Travel is not within the scope of this RFP.
- 70. Negotiated Fee:** Hourly rates will be negotiated and incorporated into this contract. The method of payment basis for any request for services shall be Hourly Rates for the Contractor's personnel. Hourly Rates shall be effective through the term of the contract. Any escalation in Hourly Rates shall be mutually agreed upon between the Contractor and Chief Finance Officer.
- 71. Service Order Agreement:** NPC reserves the right to select any person or firm to perform the project scope of service and does not provide any guarantee or commitment to any quantity or monetary value of any project(s), which may be initiated under this contract.
- 72. Provision of Tax Identification Numbers:** Offerors are required to provide their Arizona Transaction Privilege Tax Number and Federal Tax Identification Number in the space provided on Attachment C.
- 73. Public Records:** Proposals become "public records" and shall be subject to public disclosure consistent with A.R.S. § 39-121. Contractors must invoke the exemptions to disclosure provided by law in the proposal, and must identify data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed after contract award at the Purchasing and Contracting office during normal working hours by appointment.

**Section V: Selection and Contract Award**

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the Offeror(s) will be at the discretion of NPC and will be based on the proposal that NPC deems to be the most responsive and responsible and serves the best interests of NPC. It is the intent of NPC to negotiate and enter into a contract with the selected Offeror following a Notice of Intent of Selection.

Selected Offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of NPC. NPC will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the Offeror. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful Offeror.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria:

Criteria	Score
<b>PRICING:</b>	<b>(60%)</b>
Net Discounts	<b>100</b>
Fees	<b>20</b>
<b>Services:</b>	<b>(25%)</b>
Setup/Training	<b>10</b>
Support Availability	<b>10</b>
Advisory Board Availability	<b>10</b>
Shipping time	<b>10</b>
Shipping terms	<b>10</b>
<b>References:</b>	<b>(15%)</b>
Reliability	<b>10</b>
Order Accuracy	<b>10</b>
Order Timeliness	<b>10</b>

**200 points**

Section VI: RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Proposal Form
- \_\_\_\_\_ Agreement
- \_\_\_\_\_ Exceptions Requested
- \_\_\_\_\_ Cost Proposal
- \_\_\_\_\_ Insurance
- \_\_\_\_\_ Terms and Conditions Offer and Acceptance
- \_\_\_\_\_ Appendix with MSRP listings

Section VII: Proposal Form

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,  
(Name)

a corporation organized and existing under the laws of the State of \_\_\_\_\_; a

partnership consisting of \_\_\_\_\_; an individual trading as

\_\_\_\_\_  
(Name)

Request for Proposal: \_\_\_\_\_  
[provide title or brief description]

To: Navajo County Community College District (“College”)

1. In compliance with your Request for Proposal No. \_\_\_\_\_, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Offeror hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Offeror understands that NPC reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by NPC in its sole discretion, in any Proposal in the interest of NPC.

4. The undersigned Offeror hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, business, or corporation to refrain



from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- ( ) There is no officer or employee of NPC who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.
- ( ) The names of any and all public officers or employees of NPC who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

---



---



---



---



---

6. The Offeror certifies, to the best of its knowledge and belief, that:

- a. The Offeror and/or any of its Principals or Owners:
  - i. (check one) **are** ( ) or **are not** ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.
  - ii. (check one) **have** ( ) or **have not** ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and
  - iii. (check one) **are** ( ) or **are not** ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.
- b. The Offeror (check one) **has** ( ) or **has not** ( ), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to NPC, NPC may terminate the contract resulting from this solicitation for default.

SEAL - If Bidder is a Corporation

\_\_\_\_\_  
(Official Name of Business)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

Section VIII: AGREEMENT

**AGREEMENT BETWEEN NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT AND**

**(insert vendor/vendor name)**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Navajo County Community College District hereinafter referred to as "District" or "College" and \_\_\_\_\_ hereafter referred to as the "Vendor."

NPC and the Vendor agree as follows:

**FIRST:** The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by NPC, and

**SECOND:** NPC agrees to pay the vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

**ARTICLE 1: VENDOR'S SERVICES**

The Vendor agrees to provide services and consultation to assist NPC as outlined in the Scope of Work in this RFP with any exceptions noted in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of NPC.

**ARTICLE 2: METHOD OF PAYMENT**

Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as NPC may reasonably require.

**ARTICLE 3: INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold NPC harmless, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor's duty to defend, hold harmless and indemnify NPC, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.



**ARTICLE 4: EMPLOYEE RELATIONSHIP**

The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of NPC. NPC is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

**ARTICLE 5: CANCELLATION**

This Agreement may be cancelled at any time, with or without cause, by NPC giving seven (7) days written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to NPC or in the possession of the Vendor.

**ARTICLE 6: OWNERSHIP OF DRAWINGS OR REPORTS**

Drawings and reports do not fall within the scope of this RFP or the services and products requested.

**ARTICLE 7: PERSONAL SERVICES**

It is agreed that NPC may rely on personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by NPC. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of NPC.

**ARTICLE 8: CONFLICT OF INTEREST**

The Vendor agrees to perform services exclusively for NPC under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from NPC, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

**ARTICLE 9: TERM OF AGREEMENT**

The initial term of the contract shall be for one year from date of award. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

**ARTICLE 10: GOVERNING LAW**

This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

**ARTICLE 11: SEVERABILITY**

This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

**ARTICLE 12: NOTICES**

All notices to either party shall be deemed to have been provided by depositing the same, postage pre- paid, with the United States Postal Service, addressed as follows:

*District Representative:*

*Vendor Representative:*

**ARTICLE 13: NON-DISCRIMINATION**

The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

**ARTICLE 14: LACK OF SUFFICIENT FUNDING**

This Agreement may be cancelled without any further obligation on the part of NPC in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

**ARTICLE 15: INSURANCE**

Vendor shall furnish insurance as required hereto, which is incorporated herein by this reference as though fully set forth herein.

**ARTICLE 16: ADDITIONAL TERMS AND CONDITIONS**

The parties shall comply with the Terms and Conditions attached hereto as Attachment C, which are incorporated herein by this reference as though fully set forth herein.

**IN WITNESS WHEREOF**, the Parties to this agreement have hereunto caused the same to be executed at Holbrook, Arizona the day and year first above written.

Northland Pioneer College:

Vendor:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT B: *Cost Proposal***

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to NPC for any reason. (Responders must return this cost proposal with prices filled in where noted.)

**Cost Proposal Response Form**

**Lot 1- Welding Equipment and Accessories** (*Welders, positioners, GMAW/FCAW guns, GTAW torches, SAW welders, etc.*).

State Discount from Manufacturers Suggested Retail Pricing

Manufacturer	Discount	Delivery Time	Shipping Included?	Setup Provided?	Training Provided?	Educational Discount?

Provide details on any volume discounts when a customer is needing to purchase a large single order.

**Lot 2- Filler Materials (Welding electrodes and Rods to include GMAW, FCAW-S and FCAW-G, SAW wire and flux, GTAW rod, Brazing and soldering, and fluxes, Plastic fillers)**

State Discount from Manufacturers Suggested Retail Pricing

Manufacturer	Discount	Delivery Time	Shipping Included?	Setup Provided?	Training Provided?	Educational Discount?

Provide details on any volume discounts when a customer is needing to purchase a large single order.

**Cost Proposal Response Form**

**Lot 3- Safety Equipment** (*helmets, shields, glasses, gloves, back supports, vests, respirators, ear plugs, welding hoods, hard hats, welding jackets and sleeves, gloves-multiple styles and uses, etc.*)

State Discount from Manufacturers Suggested Retail Pricing

Manufacturer	Discount	Delivery Time	Shipping Included?	Setup Provided?	Training Provided?	Educational Discount?

Provide details on any volume discounts when a customer is needing to purchase a large single order.

**Lot 4- Welding Tools** (*Grinders, Chop Saws, Die Grinders, & Related Tools, notchers, porta band saws, hole saws, etc.*)

State Discount from Manufacturers Suggested Retail Pricing

Manufacturer	Discount	Delivery Time	Shipping Included?	Setup Provided?	Training Provided?	Educational Discount?

Provide details on any volume discounts when a customer is needing to purchase a large single order.

**Cost Proposal Response Form**

**Lot 5- Consumables** (*GMAW gun parts, contact tips, diffusors, nozzles (many different brands and styles) GTAW torch parts, back caps, collet, collet body, cups, abrasives, grinding wheels, cut off wheels, chop saw blades, brushes carbon and stainless steel, power and hand, saw blades, sanding belts and discs, flap wheel discs, etc.*)

State Discount from Manufacturers Suggested Retail Pricing

Manufacturer	Discount	Delivery Time	Shipping Included?	Setup Provided?	Training Provided?	Educational Discount?

Provide details on any volume discounts when a customer is needing to purchase a large single order.

**Lot 6- Cutting Torches** (*Torch sets, accessories, cutting tips, welding tips, hoses, gauges, and related*)

State Discount from Manufacturers Suggested Retail Pricing

Manufacturer	Discount	Delivery Time	Shipping Included?	Setup Provided?	Training Provided?	Educational Discount?

Provide details on any volume discounts when a customer is needing to purchase a large single order.

**Cost Proposal Response Form**

**Lot 7- Gases (Cutting and Welding gases) CUSTOMER OWNED TANKS**

**Oxygen**

Size 200 CF \$ \_\_\_\_\_/ cylinder per month

Size 125 CF \$ \_\_\_\_\_/ cylinder per month

Size 80 CF \$ \_\_\_\_\_/ cylinder per month

Size 40 CF \$ \_\_\_\_\_/ cylinder per month

Size 20 CF \$ \_\_\_\_\_/ cylinder per month

**Acetylene**

Size 5 \$ \_\_\_\_\_/ cylinder per month

Size 4 \$ \_\_\_\_\_/ cylinder per month

Size 3 \$ \_\_\_\_\_/ cylinder per month

Size 75 \$ \_\_\_\_\_/ cylinder per month

Size B \$ \_\_\_\_\_/ cylinder per month

Size MC \$ \_\_\_\_\_/ cylinder per month

**Carbon Dioxide**

Size 50 \$ \_\_\_\_\_/ cylinder per month

Size 20 \$ \_\_\_\_\_/ cylinder per month

**Argon/ CO2 (75/25 mix)**

Size T \$ \_\_\_\_\_/ cylinder per month

Size K \$ \_\_\_\_\_/ cylinder per month

**Cost Proposal Response Form**



**Helium**

Size T \$ \_\_\_\_\_/ cylinder per month

Size K \$ \_\_\_\_\_/ cylinder per month

Size 125 \$ \_\_\_\_\_/ cylinder per month

**Hazardous Material Fee Per Invoice \$ \_\_\_\_\_ OR**

**Monthly Hazardous Material Fee \$ \_\_\_\_\_**

**Delivery Charge Per Invoice (Gases only) \$ \_\_\_\_\_ OR**

**Monthly Delivery Charge (Gases only) \$ \_\_\_\_\_**

**Note- DOT** compliance required with all deliveries on an open area vehicle.

**Lot 8- Catalog Discount**

(Any vendor with a full line catalog wishing to provide a discount from the current catalog must provide a full line catalog with pricing and provide the discount terms which will include all shipping and handling.)

**Name of Catalog \_\_\_\_\_**

**Discount from Price in Catalog \_\_\_\_\_%**

ATTACHMENT C: Offer and Acceptance

**WELDING EQUIPMENT AND SUPPLIES**

To NPC:

The undersigned hereby certifies understanding, compliance and acceptance of the General Terms and Conditions in addition to the Special Terms and Conditions as required by this solicitation. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number \_\_\_\_\_

Arizona Transaction Privilege Tax Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Toll Free Number \_\_\_\_\_ Fax \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**\*Authorized Signature** \_\_\_\_\_ \*

Authorized Signer: Phone \_\_\_\_\_ Email \_\_\_\_\_

---

*(This portion to be completed by NPC Only)*  
**Acceptance of Offer and Contract Award**

**YOUR PROPOSAL IS HEREBY ACCEPTED:**

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by NPC in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

The Contractor will not commence any billable work or provide any material or service under this Contract unless and until Contractor receives a purchase order from NPC.

---

Maderia Ellison  
Vice President for Administrative Services, CFO

ATTACHMENT D: *Tentative Schedule of Events*

The timeline associated with this RFP is provided below:

Activity	Due Date
Request for Proposal issued	<b>1 July 2019</b>
Deadline for submission of RFP-related questions	<b>15 July 2019</b>
NPC Response to RFP-related questions	<b>22 July 2019</b>
3:00 PM PT Deadline for Receipt of Proposals	<b>1 August 2019</b>
Evaluation/Clarifications begin	<b>5 August 2019</b>
Anticipated Award(s)/Letter of Intent	<b>26 August 2019</b>
Acceptance and Execution of Agreement	<b>2 September 2019</b>