

**PURCHASE AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WILSON ELECTRIC SERVICES CORP.,  
d/b/a NETSIAN TECHNOLOGIES GROUP**

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of December 21, 2012, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Wilson Electric Services Corp., an Arizona corporation, d/b/a Netsian Technologies Group (the “Contractor”).

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. (“Mohave”), entered into Contract No. 08B-NTG-0528 dated May 28, 2008, as amended by letter agreements dated November 10, 2008 and August 29, 2011, (collectively, the “Mohave Contract”) for the Contractor to provide facility electronic systems which included security, fire, intercommunication, video surveillance, multimedia, presentation/distribution, permanent sound systems and master clocks. The Mohave Contract, which was extended through May 27, 2013, is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted, pursuant to Section 3-3-13 of the Town Code, to make purchases under the Mohave Contract, at its discretion and with the agreement of the awarded Contractor, and the Mohave Contract permits its cooperative use by other public entities including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Mohave Contract, (ii) establishing the terms and conditions by which the Contractor may provide the Town with a video surveillance system upgrade and integration between Town Hall, the Community Center, Golden Eagle Park and Four Peaks Park, as more particularly set forth in Section 2 below (the “Equipment and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Mohave Contract.

2. Scope of Work. Contractor shall provide the Equipment and Services under the terms and conditions of the Mohave Contract and as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Equipment and Services are subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement and/or the Mohave Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Equipment or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Equipment or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$27,629.61 for the Equipment and Services at the unit rates as set forth in the Mohave Contract and in the Scope of Work and Fee Proposal attached hereto as Exhibit B and incorporated herein by reference.

5. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Equipment and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Equipment delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors

reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among this Agreement, the Mohave Contract and the Scope of Work, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mohave Contract (collectively, the "Unauthorized Conditions"), other than

the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mohave Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be "Mohave" (as defined in the Mohave Contract) for the purposes of the Mohave Contract.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]



“Contractor”

WILSON ELECTRIC SERVICES CORP.,  
an Arizona corporation, d/b/a  
NETSIAN TECHNOLOGIES GROUP

By: T.K.

Name: TODD KLIMAS

Title: VP

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on December 5<sup>th</sup>, 2012, by TODD KLIMAS  
  , as VP of WILSON ELECTRIC SERVICES CORP., an Arizona  
corporation, d/b/a NETSIAN TECHNOLOGIES GROUP, on behalf of the corporation.

Rachel Graziadei  
Notary Public in and for the State of Arizona



(affix notary seal here)

EXHIBIT A  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WILSON ELECTRIC SERVICES CORP.,  
d/b/a NETSIAN TECHNOLOGIES GROUP

[Mohave Contract]

See following pages.



625 E. Beale St.  
Kingman, AZ 86401  
(928) 753-6945 • Fax (928) 718-3232

**REQUEST FOR PROPOSAL 08B-0328**  
***DUE MARCH 28, 2008 @ 4:30 P.M. MST***

**Proposals shall be delivered to Mohave Educational Services Cooperative, Inc., 625 E. Beale Street, Kingman, AZ 86401.** Proposals must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., with RFP 08B-0328, Proposal Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope or box. Mohave will not be responsible for late receipt of proposals. Proposals must be in the actual possession of Mohave on or prior to the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, and the name of each offeror will be publicly read and recorded.

Pursuant to the provisions in the Arizona Department of Education School District Procurement Rules R7-2-1001 thru R7-2-1195, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for sources for the following materials, equipment and/or services:

- **Facility Electronic Systems to include Security, Fire, Intercommunication, Video Surveillance, Multimedia Presentation/Distribution, Permanent Sound Systems and Master Clocks**

**PRE-PROPOSAL CONFERENCE: NONE**

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the being offered. Failure to examine any of the requirements will be at offeror's risk.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its members.

***Questions regarding this Request for Proposal should be directed to:***

**Mark DiBlasi, CPPB, Contract Specialist II**  
**Craig McKee, CPPB, Director of Contracting Programs**

**Email [contracts@mesc.org](mailto:contracts@mesc.org)**  
**Email [contracts@mesc.org](mailto:contracts@mesc.org)**

**Tom Peeler, Executive Director**  
**Mohave Educational Services Cooperative, Inc.**

**Date: February 29, 2008**

REV. 08-02

**Offer and Contract Award**

Place after Tab 1

**RFP 08B-0328**  
**Facility Electronic Systems to include Security, Fire,**  
**Intercommunication, Video Surveillance,**  
**Multimedia Presentation/Distribution,**  
**Permanent Sound Systems and Master Clocks**

*To Mohave Educational Services Cooperative, Inc.:*

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. 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 75-3091289

Company Name NETSIAN Technologies Group

Address 1305 W. 1<sup>st</sup> Street City Tempe State AZ Zip 85281

Telephone Number (480) 505-6800 Fax (480) 505-6971

Printed Name Todd Klimas Title CFO

\*Authorized Signature  \*

**The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's approval noted.**



If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this RFP place your initials in the box. (See Appendix I for details.)



If you are unable to service New Mexico, please initial this box.

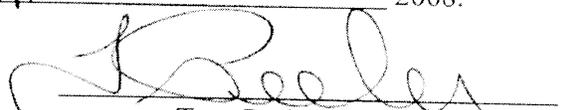
**Acceptance of Offer and Contract Award (Mohave Only)**

**Your Proposal is Hereby Accepted:**

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

This Contract shall be referred to as Contract Number 08B-NTG-0528

Awarded this 28<sup>TH</sup> day of MAY 2008.

  
Tom Peeler, Executive Director

Mohave Educational Services Cooperative, Inc.

## ***RFP Preparation & Checklist***

You have received this solicitation because of information that you provided on Mohave's online potential bidders registration. Review this document in its entirety to make sure you fully understand what products and services that we are requesting. Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact Mohave with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. All of the items listed below are required. Initial next to each item to indicate completion.

**To be considered, your proposal must arrive at Mohave's Kingman office on or before 4:30 p.m. MST on Friday, March 28, 2008.**

**Offeror shall organize the proposal in the following manner:**

\_\_\_\_\_ **Step ONE:**

Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

\_\_\_\_\_ **Step TWO:**

Obtain a set of three-hole punched index dividers with 9 tabs. Proposal shall be submitted in a 3-ring binder.

\_\_\_\_\_ **Step THREE:**

\_\_\_\_\_ **Tab 1: Offer & Contract Award**

\_\_\_\_\_ The Offer and Contract Award page is signed and placed after Tab 1.

\_\_\_\_\_ Addenda, if any, are placed after Tab 1.

\_\_\_\_\_ **Tab 2: Introduction**

\_\_\_\_\_ Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

\_\_\_\_\_ **Tab 3: General Terms and Conditions**

\_\_\_\_\_ A completed copy of the General Terms & Conditions (pages 5-22) is placed after Tab 3.

\_\_\_\_\_ A copy of the General Terms and Conditions Acceptance Form (page 23) is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

\_\_\_\_\_ **Tab 4: Offeror Qualifications**

\_\_\_\_\_ A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

\_\_\_\_\_ The financial documents requested in the Offeror Qualifications are placed after Tab 4.

\_\_\_\_\_ The certificate of insurance requested in the Offeror Qualifications is placed after Tab 4.

\_\_\_\_\_ **Tab 5: Special Terms and Conditions, Scope of Work and Specifications**

\_\_\_\_\_ A completed copy of the Special Terms and Conditions is placed after Tab 5.

\_\_\_\_\_ A completed Special Terms and Conditions and Scope of Work and Specifications Acceptance Form is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

\_\_\_\_\_ A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

## RFP Preparation & Checklist (con't)

\_\_\_\_\_ Tab 6: Price & Discount Schedule

\_\_\_\_\_ A complete printed copy of your price schedule(s), is placed after Tab 6.

\_\_\_\_\_ **Required Sample Pricing Data Sheets**

\_\_\_\_\_ A CD with the **required** electronic workbook and electronic versions of your price schedules, and any additional requested price information, is placed after Tab 6.

\_\_\_\_\_ Tab 7: Required Forms

\_\_\_\_\_ All remaining required forms are completed and placed after Tab 7, as follows:  
\_\_\_\_\_ Questionnaire for Offeror (Appendix B)

\_\_\_\_\_ Support and Maintenance Plans (Appendix C)

\_\_\_\_\_ Manufacturer's Representative Information & References (Appendix D)

\_\_\_\_\_ Telecommunications & Information Systems Compliance Worksheets (Appendix E & F)

\_\_\_\_\_ Evidence of your ability to obtain performance and payment bonds (1.6).

\_\_\_\_\_ Tab 8: Additional Information

\_\_\_\_\_ Supplementary information (3.0 questions) and additional relevant and/or requested information that will assist evaluators in reaching a decision are placed after Tab 8.

\_\_\_\_\_ Details of manufacturer's standard and extended warranty plans are provided after Tab 8.

\_\_\_\_\_ Evidence of ETL certified cable (1.11).

\_\_\_\_\_ Evidence of current licenses (1.27 & 2.13.03).

\_\_\_\_\_ Evidence of alarm systems meeting current NFPA standards (1.33).

\_\_\_\_\_ Identification of cabling of choice and topology used in systems installation (1.37).

\_\_\_\_\_ Evidence UL listing for signaling services (2.13.01).

\_\_\_\_\_ Tab 9: Preparation & Checklist, Descriptive literature & supporting printed data

\_\_\_\_\_ This completed form, placed after Tab 9.

\_\_\_\_\_ Descriptive literature and any other additional company information are placed after Tab 9.

\_\_\_\_\_ Complete specifications for all products offered in this proposal (paper or CD).

\_\_\_\_\_ **Step FOUR:**

\_\_\_\_\_ Confirm that the proposal is complete and signed on page 2 by an authorized representative.

\_\_\_\_\_ **Step FIVE:**

\_\_\_\_\_ Make a complete copy of your proposal for your records. If you wish to sell only in Arizona, send one copy of your proposal. If you wish to be considered for Cooperative Educational Services in New Mexico, provide two copies. Include a CD with electronic copies of your submitted documents, if available.

\_\_\_\_\_ **Step SIX:**

\_\_\_\_\_ Place your complete proposal in a sealed envelope or box and send to Mohave so that it arrives **on or before 4:30 p.m. MST on Friday, March 28, 2008.**

Generally, Mohave takes between three to six weeks to fully evaluate and award contracts. If you are interested in obtaining a copy of the list of offerors, send an email to [tomd@mesc.org](mailto:tomd@mesc.org).

## General Terms and Conditions

Place after Tab 3

### **CANCELLATION**

**Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

**Cancellation for conflict of interest:** Pursuant to ARS §38-5111, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

**Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

**Cancellation for non-performance or contractor deficiency:** Mohave may terminate any contract if members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave approved purchase order for such work; and/or
- Accepting non-Mohave approved purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the member on demand.

**Contractor cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

**Continuation of performance:** Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

**Gratuities:** Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

## General Terms and Conditions (con't)

### CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- By signing the offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to Mohave upon request.

### CLARIFICATION/DISCUSSIONS

**Clarifications:** Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**Discussions:** After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

### CONFIDENTIAL INFORMATION

**Confidential information request:** If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination.

## ***General Terms and Conditions (con't)***

### **CONFIDENTIAL INFORMATION (con't)**

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

**Public record:** All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at 625 E. Beale Street, Kingman, Arizona.

### **CONSTRUCTION**

Contractor shall not perform any construction under this contract, if such work exceeds the construction bid limits set forth in the Arizona Procurement Code or established by the Arizona Department of Education at the time of purchase or performance. For the purposes of this contract, construction is defined as: The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Offerors may sell and install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure. However, if the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, offeror must indicate this in its proposal.

### **COOPERATIVE PURCHASING**

**Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under ARS §41-2632 through §41-2634.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements.

### **DELIVERY**

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

**Defective goods:** Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

**Delivery time:** Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the Mohave purchase order may result in cancellation of that purchase order.

**Improper delivery:** Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

**Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified in Tab 7.

### **ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the category of contract materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contractor.

## ***General Terms and Conditions (con't)***

### **EVALUATION & AWARD**

**Basis of award:** In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2534, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

**Best and final offers:** Mohave may issue best and final offers, as authorized in R7-2-1048.

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

**Criteria:** The evaluation criteria for this solicitation, in relative order of importance, are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the proposal, required forms and product lines offered; 3) Price, including favorable pricing for cooperative purchasing; 4) number and type of facility electronic systems offered; 5) service capabilities for all regions of the state and availability of maintenance beyond warranty period; 6) references and Past Performance Information (PPI) review; and 7) other specific evaluations described in R7-2-1046: transportation costs; energy costs; ownership costs; and/or life cycle costs.

**Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

**Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**Multiple award:** Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

**Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

**Past performance information:** Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

**Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

**Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

## ***General Terms and Conditions (con't)***

### **EVALUATION & AWARD (con't)**

**Telecommunications and information systems:** Telecommunications systems and information systems shall include the following additional evaluation factors: total life cycle costs (vendor costs, total member costs and financing costs throughout the life cycle of the system); application benefits (a quantified assessment of the benefits to be achieved in the member and support areas through the proposal, including reasonable projected reductions in program costs and increases in productivity of personnel).

**Total costs:** Total member costs include energy, facilities, repair costs, present values of moneys, vendor charges, personnel costs and all other identifiable member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

**Weighted evaluation:** Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

### **FEDERAL & STATE REQUIREMENTS**

**Compliance with Federal and state requirements:** Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with state of Arizona executive order 75-5, as amended by executive order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

**Non-compliance:** All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

### **FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

## ***General Terms and Conditions (con't)***

### **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and approved purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the proposal.

**Vendor contract documents:** Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

### **INDEMNIFICATION**

**General indemnification:** To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

**Modification by member:** Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

**Patent and copyright indemnification:** To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

### **INSTALLATION**

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

### **INQUIRIES**

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiries may be faxed (928-718-3238) or e-mailed to [contracts@mesc.org](mailto:contracts@mesc.org).

### **INSURANCE**

**Liability insurance:** Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contract.

**Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and member.

**Workers compensation insurance:** Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

## ***General Terms and Conditions (con't)***

### **LEASES AND RENTALS**

**Availability of leasing:** Leasing plans offered for the contract must be priced as specified in Tab 6. However, members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

**Lease requirements:** Mohave must be apprised of member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to member.

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

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

### **MAINTENANCE**

**Maintenance facilities and support:** It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing units in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on units sold to members.

### **MANUFACTURER'S REPRESENTATIVE**

**Manufacturer support:** Offerors submitting proposals as a manufacturer's representative must be able, if requested, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

### **OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**Late offers:** Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

**Offer acceptance period:** A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

**Withdrawal of proposal:** At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

### **ORDERING CYCLE**

**Acceptance of orders by Contractor:** All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

**Acceptance of orders by Mohave:** This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

## ***General Terms and Conditions (con't)***

### **ORDERING CYCLE (con't)**

**Audit of Contract Activity:** Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

**Contractor contacts:** Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of Mohave within a reasonable amount of time.

**Purchase verification:** It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

**Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

### **OVERVIEW**

**Advertising:** Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contracts Specialist in advance.

**Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

**Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

**Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

**Assignment:** Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

**Audit rights:** In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

**Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

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

**Competitive sealed proposals:** As required in ARS §41-2534 (A) and R7-2-1041 (A, B), Mohave has determined that competitive sealed bids are neither practical nor advantageous for this solicitation.

**Contract claims or controversies:** The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

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

## ***General Terms and Conditions (con't)***

### **OVERVIEW (con't)**

**Eligible agencies:** Any contract awarded from this solicitation shall be available to any and all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code. Mohave has over 390 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's members.

**Liens/serial numbers:** All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

**Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**Offeror qualifications:** Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

#### **Order cycle overview:**

1. Member forwards purchase orders to Mohave. Vendor listed on purchase order is contract vendor.
2. Mohave emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Usage and Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

**Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

**Proposal opening:** Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

**Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

**Removal from potential bidders list:** Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

## ***General Terms and Conditions (con't)***

### **OVERVIEW (con't)**

**Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**Successful performance:** The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

**Title:** Purchase orders placed under this contract are on behalf of its members. As such, title to goods passes directly from Contractor to member. Title does not pass to Mohave. Mohave is not a reseller of goods.

### **PAYMENT**

**Billing:** All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

**Contacting Member about payment:** Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

**Correct billing:** Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

**Credit hold:** Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

**Overpayment:** Contractor shall reimburse member for any overpayment reported to contractor within the time allowed by law.

**Payment time:** Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

**Progress payments:** Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

**Quick pay discounts:** Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

**Reporting and Payment of Administration Fees to Mohave:** The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10<sup>th</sup>, 20<sup>th</sup> or 30<sup>th</sup> of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. (Sample reconciliation report available at [www.mesc.org](http://www.mesc.org).)

## ***General Terms and Conditions (con't)***

### **PAYMENT (con't)**

**Vendor invoice:** Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099% of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, transaction privilege taxes, travel, lodging, M&IE, permits, etc.)

Vendor will invoice Member only for items under contract.

**Vendor payment:** Member shall issue payment to vendor after receipt of invoice.

### **PREPARATION OF PROPOSAL & PROPOSAL FORMAT**

**Amendment of proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

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

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

**Offeror responsibility:** Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

**Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

**Proposal submittal:** One (1) original proposal shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Proposal shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD with electronic copies of your submitted documents, if available. An identical copy of the proposal shall be enclosed if offeror has indicated it is willing to sell to New Mexico schools.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

**Receipt of proposals:** Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

**Sealed envelope or package:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

**Signature(s) on proposals:** The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

**Wording in response:** Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

## **General Terms and Conditions (con't)**

### **PRICING**

**Administration fee:** Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.

**Application of pricing:** The date Mohave receives a member's purchase order will determine the contract pricing that is in effect for that order.

**Basis for pricing:** Contract pricing under this RFP must be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above

**Catalogs/price lists:** A copy of the latest edition of the price list or catalog discount will be applied to shall be included with proposal. Offeror shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of proposal.

**Catalogs/price list copies:** Contractor shall furnish Mohave with copies of approved price list(s).

**Combination pricing:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

**Discounts:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

**Effect of price:** The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

**Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control.

**Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

**Meals and incidental expenses (M&IE), transportation and lodging:** Contractor may charge for meals, transportation and lodging costs for out of area employees working in state under this contract. Such charges shall not exceed current rates authorized for Arizona state employees. Lodging varies by time of year and location. Receipts may be required for reimbursement.

**Most favored customer:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

**New catalogs/price lists:** New price lists or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists or catalogs shall apply to the contract only upon approval from Mohave. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

**Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

## *General Terms and Conditions (con't)*

### **PRICING (con't)**

**Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

**Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contractor shall offer Mohave any published price reduction during the contract period.

**Special pricing offers:** Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Special academic pricing shall be available to all eligible members. Mohave must approve special pricing before it is offered to any member.

**Telecommunications and information systems:** All vendors of telecommunication and information systems must include information on the total life cycle cost and application benefit to the member. A telecommunication system includes, but is not limited to: all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means. An information system is a system of hardware, software or vendor support that processes information or data by electronic data processing methods and devices.

### **PRODUCT LINES**

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

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products:** New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave may reject any additions without cause.

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

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

## General Terms and Conditions (con't)

### PROTESTS

Protests shall be filed with Tom Peeler, the Executive Director of Mohave, and shall be resolved, in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the District Representative before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the District Representative, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

### RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

### SAFETY STANDARDS

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

### SAMPLES

**Sample evaluation:** Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

**Sample requirements:** Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

**Sample submittals:** Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

### SHIPPING

**Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to member until a separation of purchased share has been made, delivered and received.

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

**Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the Mohave purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that member will not be charged more than the actual invoiced amount for shipping. If contractor requires member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

## *General Terms and Conditions (con't)*

### **SHIPPING (con't)**

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

### **SITE REQUIREMENTS**

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which member has not prepared the site, unless contractor does the preparation work at no cost, or until member includes the cost of site preparation in a purchase order to Mohave. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

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

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

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

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

### **SPECIFICATIONS**

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

**Compliance with specifications:** The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

## ***General Terms and Conditions (con't)***

### **SPECIFICATIONS (con't)**

**Deviations from specifications:** Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

**Purpose of specifications:** Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

### **SUBCONTRACTORS**

**Awarding subcontracts:** Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

**Entering subcontracts:** Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

**Prime contractor:** Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

**Subcontracts:** No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to member.

**Subcontractor payment:** Contractor agrees to pay subcontractors in a timely manner, in no case more than 14 days after receipt of payment from Mohave, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from member [A.C.C. R7-2-1115 (C)], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**Use of subcontractors:** Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

### **SUSPENSION OR DEBARMENT STATUS**

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

### **TAXES**

**Federal excise tax:** Most members are exempt from paying Federal Excise Tax.

**Indian reservation or tribal tax:** If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

**Payment of taxes:** Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

**Pre-tax prices:** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

## ***General Terms and Conditions (con't)***

### **TAXES (con't)**

**Property taxes:** Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Contractors who sell contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

**Transaction Privilege Tax (Sales Tax):** Most members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering member determines if and when transaction privilege taxes are to be applied. Documentation for members who do not pay Transaction privilege tax is available upon request. Contractor is responsible for charging taxes correctly.

**Taxes on construction:** Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

**Taxes on shipping:** Transaction privilege tax may not be collected on delivery charges to the member's location, if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

### **TERM OF CONTRACT AND EXTENSION**

**Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

**Month-to-month extensions:** Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

**Renewal of contract:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to contract requirements, and continued competitive prices for the materials and services provided under the contract.

### **TRADE-IN EQUIPMENT**

Member and contractor shall determine values placed on trade-in products. Trade-in equipment shall be dismantled by contractor and removed at his expense. The condition of trade-in equipment at the time it is turned over to contractor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

## *General Terms and Conditions (con't)*

### **WARRANTY/QUALITY GUARANTEE**

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

**Inspection:** The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its member.

**Quality:** Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

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

**Warranty requirements:** Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

***General Terms & Conditions Acceptance Form***

Place after Tab 3

*Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary). If none are listed below, it is understood that no exceptions are taken.*

*We take the following exceptions to the General Terms and Conditions: **NONE***

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks**

Place after Tab 5

Mohave desires to contract with a qualified and experienced vendor or vendors to provide quality facility electronic systems to include, but not be limited to security, fire, intercommunication, video surveillance, multimedia presentation/distribution, permanent sound systems and master clocks for Mohave's members. Services are sought for Mohave's statewide membership.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "no bid" that item. Mohave will consider all offers. However, vendors with the ability to supply more than one product line are preferred.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands of facility electronic systems including and not limited to: Bosch, CoVi, Dukane, GE, Notifier, OnSSI, Panasonic, Pelco, Simplex, Sony and/or equal quality products. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Six vendors hold Mohave's current contract for the specified products and services. Activity under the contracts for FY2007 was \$7,360,767, and year to date activity for FY2008 is \$4,617,313. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2007 amount. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

#### **1.0 Special Terms and Conditions**

The following special terms and conditions are in addition to the applicable general terms and conditions that appear on pages 5-22. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 45). Place pages 24-42 after Tab 5.

- 1.1 If offeror requires member to sign any additional agreements (sales, lease, rental, maintenance, etc.) with terms that conflict with the Mohave contract, the terms and conditions of the Mohave contract will prevail and will be removed from any such agreements as a condition of award. **Place sample customer agreement after Tab 8.** All agreements must include:
- Non-appropriations clause;
  - No waiver of right for a jury trial;
  - Contract or agreement must be governed by the laws of the State of Arizona;
  - Net payment is forty-five (45) days; and
  - No upfront payment required by member when purchase order is placed.
  - Document **shall not** contain language stating that it is the "entire agreement."
- 1.2 All offerors must download and complete the 08B-0328 Electronic Systems Workbook titled "**08B\_electronicssystemsb\_WB.xls**" located at <http://www.mesc.org/solicitations.html>. Please include a CD with the completed spreadsheet in your response. Failure to provide and complete the 08B-0328 Electronic Systems Workbook may render proposal non-responsive. **Place after Tab 6.**
- 1.3 If awarded a contract, all future pricing updates shall be based on the electronic workbook.
- 1.4 Contract vendor shall be properly licensed to perform all work required under the contract, or shall ensure that properly licensed subcontractors are used to perform the work.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

- 1.0 **Special Terms and Conditions (con't)**
- 1.5 The contract vendor shall cooperate with any architect, engineer, general contractor, sub contractor, or other contract vendor working on the same project, as necessary and as directed by the Mohave member, to assure that the scope of work for a project is accomplished.
- 1.6 **No construction will be allowed under an awarded contract.** However, a Mohave member may request that performance bonds be used. A surety company authorized to do business in Arizona, if requested by the Mohave member, shall execute a performance bond in an amount equal to 100% of the price specified in the contract between the member and the contractor. Performance bonds between the member and the contract vendor shall be on forms similar to SPO (State Purchasing Office) Form 302A. Offeror shall provide documentation that clearly identifies its ability to secure both a performance and a payment bond after **Tab 7**. Any additional cost for a bond shall be identified after **Tab 6**. If no cost is identified, it is assumed that bonding shall be at no additional cost to the Mohave member.
- 1.7 The contract vendor shall, upon request, submit complete documentation for the system to the member for approval before work. The documentation shall include model numbers, type, rating, size, style, manufacturer's name and manufacturer's catalog data sheets.
- 1.8 Upon request, and prior to any installation, the contract vendor shall provide to the member or member's representative, specific and complete cabling drawings showing the connections between devices and all floor plans and layouts showing all interconnected cabling of devices.
- 1.9 The Mohave member retains the right to extend the schedule of work or to suspend the work and to direct the contract vendor to resume work when appropriate.
- 1.10 All equipment must be new, unused, and listed by UL for the purpose intended. All electronics shall be designed for continuous use without degradation of function or performance. When practical, one manufacturer shall be used to guarantee compatibility. All equipment offered on this contract shall be from manufacturers regularly engaged in facility electronic systems and shall be the latest standard designs current at the time of delivery and or installation.
- 1.11 All installation shall be in strict compliance with manufacturer's recommendations and local, state and federal codes and industry standards. During installation, all connections and pieces of equipment shall be fully tested by a technical representative trained by the manufacturer. The contract vendor shall only install system cable that has been tested and verified by ETL and has been listed in compliance with TIA/EIA, ISO/IEC, IBM, or Bellcore standards. As evidence of certification, a dated copy of a directory of ETL verified cable must be **placed after Tab 8**.
- 1.12 The system shall be accepted in writing only after a satisfactory test of the entire network or installation in the presence of an authorized representative of the member.
- 1.13 Prior to acceptance, the contract vendor shall provide the Mohave member a complete set of "as-built" system drawings and copies of operational manuals for all installed equipment.
- 1.14 The contract vendor shall provide comprehensive training on the operation, use and testing of the installed equipment to personnel selected by the member.
- 1.15 All materials used by the contract vendor at a worksite shall have a Material Safety Data Sheet (MSDS) as required by law. The MSDS sheets shall be filed in a centrally located area accessible by the both the contract vendor and member's representative.
- 1.16 **No construction will be allowed under an awarded contract.** Any trenching necessary for the installation of any cable **shall not be allowed on this contract**.
- 1.17 All penetrations of walls and buildings must be sealed in an appropriate manner subject to the approval of the member and must meet local and state fire codes.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**1.0 Special Terms and Conditions (con't)**

- 1.18 Contract vendor shall provide for the records of the Mohave member copies or all permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with the work performed and compliance with the standards.
- 1.19 All building cabling installed under this contract shall conform to current and applicable ANSI/TIA/EIA standards. (Copy available from Global Engineering at [www.global.ihs.com](http://www.global.ihs.com).)
- 1.20 All pathways and spaces in the infrastructure shall conform to current and applicable ANSI/TIA/EIA standards. Firestops and seismic considerations shall be installed, as described in the latest edition of this standard. Pathways and space systems shall be as independent as possible from the cabling and equipment that currently occupy the pathways and spaces.
- 1.21 All grounding and bonding of electrical infrastructure shall conform to current and applicable ANSI/TIA/EIA standards.
- 1.22 Any conduit that is installed with pulling wire must have steel elbows to allowing pulling around a bend without destroying the elbow.
- 1.23 Hybrid cable shall not be used in new construction and only in a remodel project when pathway problems cannot be overcome.
- 1.24 Contract vendor shall install plenum-rated cable in all plenum spaces. Any non-plenum cable discovered in a plenum space shall be replaced, unless the fire marshal approves, in writing, its non-removal.
- 1.25 No cabling shall be installed under a carpet in new construction. In a remodel, under carpet installation shall be limited to areas where no foot traffic will ever occur.
- 1.26 All infrastructures will be designed for easy change in the future.
- 1.27 Contract vendor must have a current L-67 Low Voltage Communications Systems license from the Arizona Registrar of Contractor. Only contract vendors with an L-11 Electrical license shall be allowed to install, alter, or repair any wiring necessary for the completion of a job. A current specialty dual K-11 or K-67 license is also permissible. **Provide evidence of licenses after Tab 8.**
- 1.28 All system devices offered shall be industry standards compliant.
- 1.29 All system devices offered shall be in direct accordance with the following codes and standards, as applicable to the device: National Electrical Code (NEC), American National Standards Institute (ANSI), American Society of Testing Materials (ASTM), CCITT, Electronic Industries Association (EIA), Federal Communications Commission (FCC), Institute of Electrical and Electronic Engineers (IEEE), ISO/OSI, Building Industry Consulting Service International, Inc. (BICSI) and Underwriters Laboratories (UL).
- 1.30 All system cabling shall be compatible with and meet applicable structured wiring practices as defined by the EIA/TIA and the IEEE.
- 1.31 Offeror shall provide a complete set of specifications that identifies each module's data rate, network protocol, size, weight, interface options, electrical requirements, memory, electromagnetic emission and susceptibility level, thermal rating, flammability rating, environmental requirements, and the IEEE standards supported by the equipment, upon request.
- 1.32 If offering fire alarms, contract vendor is preferred to demonstrate competency in fire alarm installation by including a current Certificate of Compliance from Underwriters Laboratories. **(Place after Tab 8.)**
- 1.33 All alarm products shall meet or exceed the most stringent current performance standards of the National Fire Protection Association. **(Offeror must provide after Tab 8 written evidence that the alarm systems meet current and applicable NFPA standards.)**

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**1.0 Special Terms and Conditions (con't)**

- 1.34 When possible, the electronic systems offered shall be centralized.
- 1.35 **No telephone systems shall be offered under this contract.** Any telephone components (i.e. telephone handsets allowing control of media distribution systems) offered under this contract shall be part of an overall facility electronic system, not a stand-alone telephone system. Mohave shall be the sole judge as to whether any solutions offered are part of an integrated system or a stand-alone system.
- 1.36 **Central Reporting and Monitoring Services may not be offered as a stand-alone service.** These services may only be included as part of a larger offer, including security, fire, and/or CCTV system.
- 1.37 Offeror shall identify the cabling of choice and topology used for each of the following applications: fire alarm systems, security systems, intercom systems, sound systems, video systems, master clock systems. **(Place information after Tab 8.)**
- 1.38 Offeror shall not perform any construction under this contract, if such work exceeds the construction bid limits set forth in the Arizona Procurement Code or established by the Arizona Department of Education at the time of purchase or performance.

To assist offeror in determining if any work would be considered construction, the definition of construction as defined in the Arizona Procurement Code is provided below.

"Construction" means the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

**2.0 Scope of work and specifications**

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (Page 45) Place pages 24-42 after Tab 5.

Requirement		Comply	Deviate*
<b>2.1</b>	<b>Design of Facility Electronic Systems</b>		
2.1.01	Contract vendor shall develop a comprehensive analysis that addresses the following: Who will use the system and in what capacity? What are the current and long-term goals for the system? Who will be responsible for doing what?	X	
2.1.02	Comprehensive analysis shall determine the disruptions and inconveniences to the member likely to be encountered during the installation and testing of the new equipment. List the changes to the worksite that will happen upon implementation.	X	
2.1.03	All recommendations will be consistent with current applicable ANSI/TIA/EIA standards as related to horizontal pathways and related spaces, intrabuilding backbone pathways and related spaces, equipment room, firestops, and entrance facilities.	X	
2.1.04	The pathways/space system shall be designed as independent as possible from the cabling and equipment that occupy the pathways and space. The location of people and furniture is transitory and the pathways/space design shall be as independent as possible from current locations.	X	

**\*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 45). List the specification number for each deviation.**

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications**

Requirement		Comply	Deviate*
<b>2.1</b>	<b>Design of Facility Electronic Systems (con't)</b>		
2.1.05	Contract vendor shall prepare a final report for the member that includes an assessment of current hardware and identifies what can be incorporated into the new design.	X	
<b>2.2</b>	<b>Facility Electronic Systems Cabling Requirements</b>		
2.2.01	The cabling system shall be one that will last at least fifteen (15) years and be based on the current applicable structured cabling standards from ANSI/TIA/EIA.	X	
2.2.02	All cable pathways shall be designed through conduit, cable trays, under-floor ducts, access floors, etc., always with the idea of protecting the cable and for an easy way to install additional cable or to replace the system, as needed.	X	
2.2.03	Only horizontal cable types recommended by current applicable ANSI/TIA/EIA standards shall be installed.	X	
2.2.04	Cabling density in a work area shall be reasonable but with future needs in mind.	X	
2.2.05	An equipment closet shall be located as close as possible to the center of the location it will be serving; the closet shall be large enough to house the equipment that will potentially be located there. The infrastructure will be administered as described in EIA/TIA-606-A.	X	
2.2.06	All equipment will be grounded and bonded as described in current applicable ANSI/TIA/EIA standards.	X	
2.2.07	Copper-based cabling systems shall be protected from electromagnetic interference by being located a sufficient distance from power lines and other sources of electromagnetic interference.	X	
2.2.08	Pathways shall be planned to accommodate any applicable seismic zone requirements. The integrity of all firestop assemblies shall be maintained when penetrated by cable, wires, and pathways.	X	
2.2.09	Infrastructure backbone distances shall be within current applicable industry standards.	X	
2.2.10	Contract vendor shall provide for the installation of equipment, configuration and testing of the equipment, and establish a management capability for the administrators of the system.	X	
2.2.11	Contract vendor shall coordinate all cabling and termination requirements, including media converters, physical connectivity, impedance matching, and filtering.	X	
2.2.12	The system shall be capable of operation without damage to its functionality or components when subjected to ANSI/IEEE C62.41 Category "A or B" AC line-voltage surges. Contract vendor shall supply all necessary transient voltage surge suppression devices needed to assure this operation.	X	
2.2.13	Local code-approved fire-stop means shall be applied at each interface between floors and between all fire-rated spaces. All necessary drawings shall show fire-stop means and materials. Copies shall be provided to the school and to other authorities.	X	

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**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.2</b>	<b>Facility Electronic Systems Cabling Requirements (con't)</b>		
2.2.14	Contract vendor shall supervise the installation of any cable, copper or fiber. Contract vendor shall require the cable installation personnel to be familiar with safety procedures, equipment operation, and cable manufacturer's installation requirements such as maximum pulling tensions and the correct use of a pulling-eye.	X	
2.2.15	In long pull-through racking, slack shall be obtained by the use of bending shoes or equivalent to avoid sheath damage. Cable shall be secured in a neat and organized manner with plastic tie-wraps. Any excess cable in splicing vaults shall be neatly coiled for storage before splicing. After splicing is completed, splice cases shall be properly secured to racks with plastic tie-wraps.	X	
2.2.16	Cable-pulling lubricant shall be used per manufacturer's instruction; the manufacturer's pulling tension limitations shall not be exceeded under any circumstance. No copper splicing shall be allowed within the system.	X	
2.2.17	All cable and cable pairs shall be terminated according to industry standards; terminating blocks shall be grounded; only the minimum amount of sheathing required to obtain access for termination of individual pairs shall be removed (less than 1/2 inch). Extreme care shall be taken to maintain any native twist rate in all cable.	X	
2.2.18	All copper wiring shall be routed as closely as possible to the backboard and cable tray groundplanes. Cable rings or another physical means shall be used to assure that all cabling will permanently maintain correct position.	X	
2.2.19	Contract vendor shall provide physical support and cable management means for all copper runs and termination points, especially between floors, between cable tray and equipment racks, and on equipment racks. Proper bend radius to wire diameter shall be maintained. Cable run outside shall be suitable for runs buried in conduits and aerial runs. Cable performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water. Aerial cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life cycle greater than 20 years. Outer jackets on all cables shall be fungus inert and crush resistant.	X	
2.2.20	If optical fiber is spliced, the loss per splice shall be 0.2db or less. The contract vendor shall test the system to verify loss by splices is within specifications. All cable shall be properly capped and terminated, following industry standards.	X	
2.2.21	Any fiber cabling shall be tested and 100% of all fibers shall test within specifications. If any segment of cable is found to have unsatisfactory test results, that specific cable link shall be replaced with a new link, which shall then pass the test.	X	
2.2.22	Any copper cabling shall pass all tests for category 5e or 6 wire. Cable used shall be standard color-coded and UL listed.	X	
2.2.23	Contract vendor shall provide the Mohave member with a complete set of cabling records, as described in TIA/EIA-606-A. Common symbols shall be used to represent infrastructure elements.	X	

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**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.3</b>	<b>Interbuilding Underground Pathways, Entrance and Rise Needs</b>		
2.3.01	All underground pathways and building backbone work shall be in conformance with current applicable ANSI/TIA/EIA standards.	X	
2.3.02	Tunnel pathways design shall be corrosion-resistant; metal pathways shall be bonded to ground per applicable electrical code; separation from electrical facilities shall be per applicable electrical code; conduit pathways and trays installed in a tunnel shall be designed and installed per current applicable ANSI/TIA/EIA standards. An underground facility is a component of an entrance facility that consists of conduit, duct, and trough and may include one or more maintenance holes.	X	
2.3.03	Underground entrance preplanning shall include land development, topographical limitations, and grading of the underground facility to permit drainage. If required, venting of gaseous vapors shall be provided. The depth of the cover over a maintenance hole shall be determined by vehicular traffic; weather conditions may require special covering. A concrete encasement shall be used, when necessary.	X	
2.3.04	Conduit and the maintenance facility(ies) shall slope away from an entrance to a building to prevent drainage. To permit the pulling of wire, steel elbows shall be used in conduit at all turns.	X	
2.3.05	A metal sleeve shall be used to exit a building to the conduit; the sleeve shall reach beyond the backfill area of the building to prevent shear.	X	
2.3.06	The entrance room or space shall be located in a dry area not subject to flooding and be as close as possible to the building entrance point and next to the electrical service room or area in order to reduce the length of bonding conductor to the electrical grounding system.	X	
2.3.07	Any entrance facility shall be placed considering the needs for satellite dish entrance provisions, interbuilding links, and backbone/riser needs. A plan to allow easy extension of the riser to the roof shall be made, even when the extension is not installed.	X	
2.3.08	Pathways shall not be located in elevator shafts.	X	
2.3.09	Ceiling areas, if used for either vertical or horizontal pathways, shall have network cable installed in both air plenum and non-plenum hollow-ceiling systems according to the applicable electrical and building code.	X	
2.3.10	All cable support will be coordinated with a structural engineer.	X	
2.3.11	In a multistory building, at least one equipment closet shall be located on each level with one closet per 10,000 square feet of floor space. Closet size shall meet ANSI/TIA/EIA-569-B recommendations.	X	
2.3.12	An equipment closet shall have proper HVAC at all times. In small buildings, a shallow closet may be used. The equipment closet shall have a minimum floor loading rating of 50 lb f/square ft.	X	
2.3.13	Maximum cable horizontal runs shall not exceed industry standards.	X	
2.3.14	When possible, horizontal pathways shall be below the ceiling in trays to reduce crosstalk, allow for easy changes, and permit additions of new cabling, as needed. Conduit is not preferred for hallway cabling.	X	

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**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.3</b>	<b>Interbuilding Underground Pathways, Entrance and Rise Needs (con't)</b>		
2.3.15	Firestop systems shall meet current applicable BICSI standards. The contract vendor shall make every effort to establish and maintain firestop integrity in any move, change, or addition to cabling.	X	
2.3.16	As much as possible, the electrical system shall be as independent from the network cabling and facility electronic systems as possible. The grounding system shall be together to protect the equipment. For life safety, a licensed professional shall install the correct grounding system.	X	
2.3.17	Undercarpet cabling shall not be used in new construction, and only in cabling historic buildings or in limited remodel projects.	X	
2.3.18	Low voltage cable shall not be installed in the same conduit as power cable.	X	
2.3.19	When cable is being installed, the pulling tensions (24 AWG, 4 lbs.; 22 AWG, 7 lbs.; 20 AWG, 12 lbs.; 18 AWG, 19 lbs.; 16 AWG, 30 lbs.; 14 AWG, 48 lbs.; 12 AWG, 77 lbs.) shall never be exceeded.	X	
2.3.20	The permissible area for conduit to be occupied by cabling shall never exceed the limits established by the National Electric Code.	X	
<b>2.4</b>	<b>Fire Control Instruments</b>		
2.4.01	Contractor shall provide a fire alarm system that is modular and able to monitor virtually any size or style of facility.	X	
2.4.02	System offered shall permit a member to purchase only the level of protection needed while offering affordable upgrades as needs change.	X	
2.4.03	As much as possible, the system offered shall be from one supplier.	X	
2.4.04	All products offered shall be listed by Underwriters' Laboratories and comply with applicable Factory Mutual (FM) safety requirements.	X	
2.4.05	Software used to monitor and report field conditions shall be easily modifiable to meet changing fire codes or local needs.	X	
2.4.06	Modular systems offered shall have built-in lightning protection and be unaffected by voltage spikes, power surges, power failures, radio frequency (RF) interference, and similar disabling situations.	X	
2.4.07	Systems offered shall include equipment for single floor plants, mid, and high-rise buildings. Units shall include but not be limited to the ability to: monitor multi-structure, school campus facilities, including classrooms, libraries, gymnasiums, multi-purpose rooms, offices, auditoriums, teacher lounges, warehouses, bus storage areas, restrooms, vocational work areas, and science labs.	X	
2.4.08	Units shall provide backup alarm processing in case of individual or multiple processor failure. When a line is broken, or a network controller is off line, the system shall regenerate itself into a new system, using the remaining and still functioning modules.	X	
2.4.09	Units shall be easily programmable, store information in a non-volatile state, function in temperatures between 32° and 135° and up to 85% humidity, and be completely automatic in operation.	X	
2.4.10	Modules to support the multiprocessor shall include, but not be limited to: system control unit, power supply unit, zone units and relay units.	X	

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**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.4</b>	<b>Fire Control Instruments (con't)</b>		
2.4.11	When member needs individual identification of initiating devices, initiating zones, and control points information, an intelligent microprocessor fire alarm control system shall be offered.	X	
2.4.12	Units shall work with ionization smoke sensors, photo electronic smoke sensors, and thermal sensors. The heat detectors will be available in a variety of settings, from 135° to 195°, or with a rate-of-rise temperature setting. Thermal units shall never be the only sensor used in a system.	X	
2.4.13	Remote zone modules, addressable smoke detectors, transmitter, relays, and all other necessary conventional controls shall be provided.	X	
2.4.14	Units that permit one person to quickly test the operation of all initiating devices on the fire alarm system and generate a printed record of the tests are preferred.	X	
2.4.15	In situations where adverse environmental conditions may result in unwanted alarms, an alarm verification module shall be installed.	X	
2.4.16	Battery backup and battery charger units shall be installed, as needed.	X	
2.4.17	Modules to automatically open or close fire doors, shut down fans, and control elevators, shall be available.	X	
2.4.18	Manual fire alarm stations shall include designs that are ADA compliant. Units shall be available with a variety of switch/button activation that include, but are not limited to: push & latch, momentary, push & key, open door and push.	X	
2.4.19	Smoke detectors that can be mounted in an air duct are requested. Photo beam smoke detectors, units with audible sound, and other specialty units are preferred.	X	
2.4.20	Audible and visual warning devices that emit a high intensity strobe, a high dB noise level, bells, or chimes are preferred.	X	
2.4.21	Equipment to aid in the evacuation of children and adults in an emergency shall be available with a choice of alarm tones, including a slow whoop, chime, horn, or special pattern of sound.	X	
2.4.22	Other modules shall include, but not be limited to: digital message repeating units that provide a message of seven seconds up to one minute; firefighter intercom phones and loud speakers.	X	
<b>2.5</b>	<b>Security, Burglar, and Fire - Integrated Systems</b>		
2.5.01	Fire control modules that also serve security requirements are preferred.	X	
2.5.02	Products offered shall be manufacturer certified forward and backward compatible components including, but not limited to: panels, keypads, zone expansion devices, replay output devices	X	
2.5.03	System controller shall be capable of receiving all status messages that each controller sends, and shall do so in less than seven seconds.	X	
2.5.04	Integrated system network shall not allow additional PC's or terminals to have network access.	X	
2.5.05	Integrated system network shall use DHCP, NAT or static IP addresses.	X	
2.5.06	Integrated system network shall use one integrated access control panel that will give the user the ability to disarm selected areas and to open an access door with a single proximity identification device.	X	

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**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.5</b>	<b>Security, Burglar, and Fire - Integrated Systems (con't)</b>		
2.5.07	Integrated system network shall be designed with relay outputs in a central location and shall allow the triggering of relays to be as flexible as possible.	X	
2.5.08	Integrated system network shall allow for relay states to follow zone input status, pulsed output, and maintained outputs. It shall also allow for relay outputs to be configured for different responses based upon the armed state of zones.	X	
2.5.09	Integrated system network shall allow for modification of relay outputs in association to zones based upon various system and zone states.	X	
2.5.10	Integrated system network shall allow for user identified descriptions for zones, areas and other user designators. These designators shall be at least 16 characters in length.	X	
2.5.11	Integrated system network designators shall appear exactly the same in system stored events, printed logs, remote stations and central monitoring stations.	X	
2.5.12	Integrated system network shall allow for user interface from various locations, including but not limited to: local keypads, web browser, software packages and radio frequency remote arming stations.	X	
2.5.13	Integrated system network shall allow for the following features: access authority levels, door open schedule override capability, common area programming, panic ambush codes, two-man rule code entry, UL safe and vault operation, panic button summary test, false alarm reduction, exit error alert and reporting, entry and exit delay annunciation, remote annunciation, abort reporting, system testing, ambush codes, two-button panic, fire verify zones, cross-zoning protection, swinger zone bypassing, recently armed report, transmit delay and call waiting cancel.	X	
2.5.14	Component enclosures shall be formed and assembled as to be sturdy and rigid. Sheet steel shall be not less than an 18 gauge door, with 20 gauge box frame. Hinges shall use a tight pin type. Doors less than 24" shall use a single locking point. Doors more than 24" in length shall use a three-point latching system.	X	
2.5.15	All system electronic components shall be solid-state, mounted on printed circuit boards.	X	
2.5.16	Light-duty relays and similar switching devices shall be solid-state type or electromechanical.	X	
2.5.17	Control units shall automatically perform a battery test. Test shall disconnect the standby battery from the charging circuit and place a load on the battery. Test shall be performed no more than every three minutes.	X	
2.5.18	Control units shall be flash ROM updatable and program shall be held in non-volatile RAM. Panel shall continue to function while update is in process.	X	
2.5.19	Controls shall be designed to maintain full battery charge with AC current is available. Batteries shall be recharged to 85% or more capacity within 24 hours from battery use.	X	

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**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.5</b>	<b>Security, Burglar, and Fire - Integrated Systems (con't)</b>		
2.5.20	Integrated system network shall automatically transfer to battery power upon loss of AC power and return to AC power upon restoration.	X	
2.5.21	Integrated system network shall support multiple supervised remote annunciators with identical capabilities, functions and display layouts.	X	
2.5.22	Integrated system network shall permit testing from any keypad. Test shall include standby battery, alarm bell or siren and communication back to the central station.	X	
2.5.23	Integrated system network shall include the ability to perform tests automatically, daily, weekly, monthly or bi-monthly. This shall will be a communication link test from the control panel installation site to the central station.	X	
2.5.24	Integrated system network shall display internal system power, wiring conditions, bell circuit condition, AC power, battery voltage levels, charging voltage, panel box tamper, phone line trouble, transmit trouble and general network trouble.	X	
2.5.25	Integrated system network shall interface with computer software with the capability to program the panel by connecting through direct cable connection interface card, phone line connection, Ethernet network connection and network connection across the Internet.	X	
2.5.26	Integrated system network shall interface with computer software capable of exporting reports into as many of the following formats as possible: Excel, Rich Text, Windows Metafile, QuickReport, Text, Comma-separated and HTML.	X	
2.5.27	Basic control panel shall provide expansion with thousands of user defined codes, up to one hundred user defined profiles, multiple door/keypad addressed, multiple zones, custom holiday scheduling, event buffer to hold thousands of events, anti-passback access controls, multiple shift schedules per area, hundreds of programmable output relay schedules, multiple individual reporting areas and built-in bell and telephone line supervision.	X	
2.5.28	Networked control panel shall provide all features listed in 2.5.27, and shall also feature two-man access code/credentials, support same or different access code entered within a programmed delay time after disarming, but before activating a silent ambush alarm, and will also support programming that disables schedule and time-of-day changes while system is armed.	X	
2.5.29	Encrypted control panel shall provide all features listed in 2.5.27-2.5.28 and shall also feature encrypted alarm router, certification that meets 128 bit AES Rijndael encryption communication, sensitive compartmented information facility application needs, meets National Institute of Standards and Technology (NIST) standards and that the panel is capable of meeting DCID 6/9 and UL 2050 standards.	X	
2.5.30	Fire control panels shall meet appropriate UL, NFPA and Federal standards.	X	
2.5.31	Fire control system shall allow user to reset smoke detectors after they have been tripped.	X	

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**2.0 Scope of work and specifications (con't)**

Requirement	Comply	Deviate*
<b>2.5 Security, Burglar, and Fire - Integrated Systems (con't)</b>		
2.5.32 Fire control system shall allow for multiple smoke detector zones, hundreds of independent power zones and shall allow smoke detectors to send a message to the control panel when detection capability has deviated from the UL approved sensitivity range.	X	
2.5.33 Fire control system shall support remote fire annunciators that offer one-button silencing of alarms, reset sensors, testing of the system, and performing fire drills. One-button operations shall be protected by a key-switch on the annunciator. If at any time a remote annunciator does not detect polling form the control systems, the remote annunciator shall display an error or trouble message on its LCD display within three minutes.	X	
2.5.34 Visual annunciators shall be either electric lamps, LED's, LCDs or VFDs. Lamps of various types, voltage and wattage shall be available.	X	
2.5.35 Siren drivers that activate high-powered sirens shall be lightning resistant, have at minimum two tones howl and steady sounds, and provide a minimum output of 115 dB at ten feet.	X	
2.5.36 To supervise siren speakers, units that are both tamperproof and triggered if the wires are cut are preferred. A speaker module that controls up to 4 speakers are preferred.	X	
2.5.37 Siren speakers shall be available in several versions, from small indoor units to tamper proof, high volume outdoor units. Speaker housings shall be an enclosure of no less than 16-gauge weather-resistant steel.	X	
2.5.38 Security system shall meet appropriate UL, NFPA and Federal standards.	X	
2.5.39 Security system power supplies shall include battery back up units.	X	
2.5.40 Passive infrared sensors shall be able to reject common false alarm problems such as external lights, insects or animals, and turbulence from heating or air conditioning. Sensors shall be immune from radio frequency and electrical induction noise.	X	
2.5.41 Command centers that can monitor motion detectors, waterflow switches, doors left open, inside and outdoor lights, gates, thermostats, heating, air conditioning, office appliances, sprinklers, sirens and bells, smoke detectors, and other types of sensors shall be able to locate the exact point of trouble.	X	
2.5.42 Security units shall have multiple levels of arming.	X	
2.5.43 Units shall have the ability to connect to a police or fire station and to other remote stations.	X	
2.5.44 Suppression systems that meet current and applicable NFPA standards shall include, but not be limited to: chemical suppression system, sprinkler systems and carbon dioxide systems.	X	
2.5.45 Leak detection and location systems that detect non-conductive and conductive fluids (acids, bases, industrial waste, leachant, ground water), solvents, fuels and oils, are preferred.	X	

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**2.0 Scope of work and specifications (con't)**

<b>Requirement</b>		<b>Comply</b>	<b>Deviate*</b>
<b>2.6</b>	<b>Multimedia Presentation System</b>		
2.6.01	Multimedia presentation system shall provide digital and/or analog multimedia content to individual students, one or more classrooms, multiple buildings, across an entire campus or district or an even larger wide area network (WAN).	<b>X</b>	
2.6.02	Multimedia presentation system shall be able to be displayed on classroom televisions, projectors, networked computers and/or over the Internet.	<b>X</b>	
2.6.03	Multimedia presentation system shall provide video on demand, real-time encoding and streaming of video content.	<b>X</b>	
2.6.04	Multimedia presentation system shall utilize centrally and/or remotely located multimedia sources, live streaming video encoders, file servers, digital video servers, streaming video servers with local or remote access/control of the sources via LAN/WAN network access.	<b>X</b>	
2.6.05	Multimedia presentation system shall allow for pre-scheduling of viewing video files. Pre-scheduling shall take precedence over on-demand viewing requests.	<b>X</b>	
2.6.06	Live encoding and streaming of NTSC composite video from video cameras, cable/satellite television channels shall be available to any computer on the LAN/WAN network with a high-speed data connection.	<b>X</b>	
2.6.07	Multimedia presentation system shall limit the number of current viewers of each digital video file based upon the copyright licenses purchased for each digital video file.	<b>X</b>	
2.6.08	Multimedia presentation system shall have an on-screen video menu with navigation using a graphical depiction of scheduled media, allowing users to have easy access to scheduled media.	<b>X</b>	
2.6.09	Multimedia presentation system shall control and distribute media from the following sources: digital video files, DVDs, VHS, broadcast/cable/satellite television channels, PowerPoint (or similar software) presentation, local video broadcasts, video cameras, video bulletin board/announcement systems and other scan converted computer output.	<b>X</b>	
2.6.10	Multimedia presentation system shall allow for the encoding and distribution of MPEG digital video files.	<b>X</b>	
2.6.11	Multimedia presentation system shall include, but not be limited to the following distribution/display equipment: system server, streaming video server, digital video storage Terabyte hard drive, decoder video cards, head-end control unit, classroom control unit, IR remote, DVD player, VHS/SVHS player, televisions/monitors, flat panel LCD/Plasma television, video projector.	<b>X</b>	
<b>2.7</b>	<b>Television signal distribution systems</b>		
2.7.01	All headends shall be prefabricated by the manufacturer, ship complete with all electronic interconnect, hardware and cabling within a sturdy steel rack or cabinet. All headends shall be factory pretested, tuned and adjusted.	<b>X</b>	
2.7.02	It is preferred that equipment shall be from a single manufacturer.	<b>X</b>	

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**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.7</b>	<b>Television signal distribution systems (con't)</b>		
2.7.03	Products necessary for television distribution shall include, but not be limited to, the following: antennas, preamplifiers, modulators, channel converters, processors, headend combiners, distribution amplifiers, power supplies, field strength meters, power protectors, filters, traps, multiplexers, splitter and combiners, transformers, terminators, tapoffs and cabling.	X	
<b>2.8</b>	<b>Building and campus intercommunication systems</b>		
2.8.01	No telephone systems shall be offered under this contract.	X	
2.8.02	Intercommunications system shall provide, but not be limited to: intercommunications, emergency call-in notification, safety paging and evacuation tones, all page and zone page and multilevel call-in.	X	
2.8.03	Intercommunications system programming shall be user friendly and shall allow the system administrator to easily program system features.	X	
2.8.04	Intercommunications system shall allow for monitoring and administration from local, networked or remotely connected computers.	X	
2.8.05	Intercommunications system shall allow life-safety paging announcements, evacuation tones, prerecorded message and take cover tones from any telephone tied into the system or via trunk ports from an associated phone system within the facility or outside the facility.	X	
2.8.06	Intercommunications system shall allow users to selectively communicate or monitor individual classrooms in emergency situations from any telephone tied into the system or via trunk ports from an associated phone system within the facility or outside the facility.	X	
2.8.07	Communication within the classroom shall be hands free and will not require any interaction by the user to answer.	X	
2.8.08	Room speakers and call switches shall be programmable and may be assigned any room digit number (up to 5 digits). This room designation may be reassigned at any time and shall not be dependent on wiring setup or circuit numbering.	X	
2.8.09	Intercommunications system shall provide amplified two-way voice communication, available from any dialing telephone through any speaker in the system.	X	
2.8.10	Intercommunications system shall allow for a programmable pre-announce tone that shall sound immediately before the intercom path is opened. Supervisory tones shall continue to sound at regular intervals when speaker monitoring is active and will comply fully with all state and federal privacy legislation.	X	
2.8.11	Intercommunications system shall provide ability to arm/disarm by room, zone, facility and security monitoring for building.	X	
2.8.12	Intercommunications system shall integrate over any phone system which provides a standard POTS CO interface.	X	
2.8.13	Intercommunications system shall network multiple gateways together to provide a single interconnected system within the facility.	X	

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**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.8</b>	<b>Building and campus intercommunication systems (con't)</b>		
2.8.14	Intercommunications system shall support up to ten two-way amplified voice intercom paths between any telephone and intercom speaker without the use of a press-to-talk or talk-listen switch.	X	
2.8.15	Intercommunications system shall provide at least two levels of call-in and remote cancel from any call switch.	X	
2.8.16	Intercommunications system shall have ability to answer intercom call-ins registered at any administrative console by pressing a user-defined button.	X	
2.8.17	Intercommunications system shall have ability to change system configurations manually or automatically based on time of day, day of week and/or calendar date.	X	
2.8.18	Intercommunications system shall allow for paging access from any telephone to any single intercom speaker, zone or group of intercom/paging speakers, or all speakers/paging horns throughout the entire facility.	X	
2.8.19	Intercommunications system shall allow for single button access from administrative telephone to distribute emergency announcement within the facility to all or select locations equipped with speakers. Emergency announcements originating from any administrative telephone shall have priority over all regular system functions.	X	
2.8.20	Intercommunications system shall allow for call-ins to be ordered for answer according to priority and length of time in system.	X	
2.8.21	Intercommunications system shall have an option for privacy call-in switches.	X	
2.8.22	Intercommunications system shall allow for programmable music on class change options. System shall provide for the distribution of program material from CD, MP3 player, tape or broadcast.	X	
2.8.23	Duplex voice communication shall be possible between the office and any classroom or office speaker or any speaker-equipped location.	X	
2.8.24	Speakers shall be put into a private mode in the classroom, but still permit the office to call the classroom.	X	
2.8.25	Intercommunications system shall allow for three or more independent channels for private conversations between classroom and the office and for communications between classrooms.	X	
2.8.26	Intercommunications system shall give users the ability to hear all-call, emergency announcements, or time tone signals through the room loudspeakers even when the classroom telephone is off hook.	X	
2.8.27	Intercommunications system equipment shall include, but not be limited to: controller, administrative console, call switches, audio paging and program amplifiers, equipment racks, voice compressors, telephone handsets, central switched and other digital equipment.	X	
2.8.28	Voice over IP solutions may be offered for intercommunication systems	X	
<b>2.9</b>	<b>Master clock systems</b>		
2.9.01	Master clock controls shall provide for multiple zones.	X	
2.9.02	Master clock system shall provide atomic time synchronization in one minute increments, secondary clock corrections and class change tones with schedules.	X	

\*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 45). List the specification number for each deviation.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.9 Master clock systems (con't)</b>			
2.9.03	Master clock system shall have automatic class change tones sent through all selected intercom/paging speakers and/or horns. System shall have at minimum fifteen different user defined class change schedules. Tone type and duration shall be selectable for each class change event. System shall allow for hundreds of class change events to be stored in the system.	X	
2.9.04	Master clock system shall provide an atomic time synchronization module that shall automatically adjust for daylight savings time, and acquire time signal from a government sponsored atomic clock via the Internet.	X	
2.9.05	Master clock controls shall allow programming for multiple schedules with at least one thousand events and one hundred holidays.	X	
2.9.06	Clocks within the system shall have lithium batteries to provide back up for five or more years.	X	
2.9.07	Master clock system shall allow for automatic daylight savings time adjustment.	X	
2.9.08	Master clock systems clocks offered shall include both digital and analog models, with flush, double face, wall and ceiling mounted.	X	
2.9.09	Clocks shall be time corrected by the master clock each hour, each day, and after a power failure.	X	
<b>2.10 Permanent sound systems for buildings</b>			
2.10.01	It is preferred that equipment shall be, as much as possible, from a single manufacturer.	X	
2.10.02	All necessary products for reproduction of voice and music shall be offered. Those products include, but are not limited to, the following: commercial loudspeakers, indoor/outdoor mini loudspeakers, decorator loudspeakers, environment resistant loudspeakers, compression drivers, loudspeaker mounts, explosion-proof and tamper resistant loudspeakers and sound equipment, transformers, baffles, attenuators, power supplies, enclosure cabinets, racks, consoles, microphones, adapters, and cabling.	X	
2.10.03	Other sound equipment that may be needed includes multi-effect processors, audio mixing consoles, digital reverberators, digital pink noise equipment, in-wall audio systems, mixer amplifiers, multiple output digital audio delay line converters, equalizers, studio loudspeaker monitors, programmable input processors, remote stations, high frequency horns, constant directivity horns, auditorium loudspeakers, dynamic microphones, low frequency bass speakers, electronic crossover units, line transformers, etc.	X	
<b>2.11 Video Surveillance System</b>			
2.11.01	Indoor/outdoor fixed mini dome camera systems shall use a versatile design allowing for multiple mounting options.	X	
2.11.02	Camera system back box shall have multiple conduit openings.	X	
2.11.03	Camera systems shall offer a large selection of camera and lens options, including clear or smoked bubble domes.	X	

**\*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 45). List the specification number for each deviation.**

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications (con't)**

Requirement	Comply	Deviate*
<b>2.11 Video Surveillance System (con't)</b>		
2.11.04 Camera systems shall include but not be limited to the following features: heater (thermostatically controlled), NTSC based video signal system, CCD imager, varifocal lens with auto iris, manual/auto focus and zoom, color or B&W high resolution imaging, manual pan, tilt and rotation.	X	
2.11.05 Camera systems shall be high resolution, and shall allow upgrading functionality, provide 24 hour security with detailed images (day and night) and possess advanced intelligence features.	X	
2.11.06 Camera systems shall produce up to 30 frames per second (NTSC) of DVD quality video.	X	
2.11.07 Camera systems shall provide both an Ethernet connection for direct connection to a network and a BNC connection that can simultaneously support existing analog CCTV equipment.	X	
2.11.08 Camera systems shall have video authentication capability that marks all images transmitted with a visual indication of whether the image is the original or has been manipulated.	X	
2.11.09 Camera systems shall also support a snapshot mode that saves video sequences to a computer hard drive.	X	
2.11.10 Camera system shall allow for user programmable password protection, ranging from low to very high.	X	
2.11.11 Camera system shall allow fine-tuning or special settings to be accomplished using an on-screen menu.	X	
2.11.12 Camera dome shall be made of heavy duty, tamper-resistant aluminum with a rugged polycarbonate bubble to protect the camera from vandalism and theft. Dome housing shall be available in white or charcoal colors with different mounting options.	X	
2.11.13 Camera dome shall have variable pan and tilt speeds, autopivot capabilities for optimal camera control and viewing at all zoom levels.	X	
2.11.14 Camera dome shall have user defined present positions, sectors, tours and autoscan modes.	X	
2.11.15 Camera dome shall also come in a pressurized outdoor housing variation.	X	
2.11.16 Pressurized outdoor housing shall meet all other dome requirements listed above, and include but not be limited to the following requirements: provide protection from environmental hazards such as salt air, moisture, dust, insects and fumes, operate in the temperature range of -40°F to 135°F, operated in 0 to 100 condensing relative humidity and will maintain a 5PSI pressure using dry nitrogen.	X	
2.11.17 Video surveillance system shall utilize a digital video recorder (DVR) capable of storage and playback of images from up to 16 camera inputs at a simultaneous refreshing recording rate of up to 480 images per second (NTSC).	X	
2.11.18 DVR shall allow for simultaneous recording while viewing live and recorded video images on the same screen.	X	
2.11.19 Video surveillance system shall provide watermarking of each frame.	X	
2.11.20 DVR shall record at multiple resolutions, in various modes: continuous, motion detection, alarm activation and scheduled recording.	X	

\*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 45). List the specification number for each deviation.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications (con't)**

Requirement	Comply	Deviate*
<b>2.11 Video Surveillance System (con't)</b>		
2.11.21 DVR shall come with various hard drive sizes ranging from 250 GB up to several terabytes.	X	
2.11.22 DVR shall provide multiple levels of password protection.	X	
2.11.23 DVR shall have built-in motion detection for each camera, allowing unit to automatically begin recording when motion is detected.	X	
2.11.24 Video surveillance system shall allow for pan, tilt, zoom, focus control via a remote control connection.	X	
2.11.25 Video surveillance system shall include a matrix video switcher/control system, providing for up to 32 looping inputs, several monitor outputs, several keyboard inputs, 32 alarm inputs, several relay closure alarm outputs, and a computer network interface.	X	
2.11.26 Matrix video switcher/control system shall allow for either manual or automatic source switching.	X	
2.11.27 Matrix video switcher/control system shall provide user defined priority levels and alarm response modes: basic, auto-build, sequence and display mode.	X	
2.11.28 Matrix video switcher/control system shall include an integral signal distribution unit.	X	
2.11.29 Video surveillance system shall include a high-performance video encoder that will encode system video into MPEG-4 and JPEG video and control data for transfer over an IP network.	X	
2.11.30 Encoded video data shall be viewable on properly authorized computers with an Internet browser, a compatible video management systems or receiver device.	X	
<b>2.12 Miscellaneous System Equipment</b>		
2.12.01 Uninterruptible Power Supplies (UPSs) shall support system equipment.	X	
2.12.02 UPSs shall be rack mountable, and located in the equipment rack of the equipment being protected.	X	
2.12.03 Any UPS unit supporting a server shall have at least 100% greater rating than the supported loads and have a minimum of eight (8) minutes of run-time at full speed.	X	
2.12.04 All UPS equipment shall monitor power supplies for high-speed voltage, current transients and power harmonics.	X	
<b>2.13 Central Reporting and Monitoring Services</b>		
2.13.01 Alarm signal receipt and processing may be performed by a third party and/or contract station. This third party and/or contract station shall possess a UL listing for "Protective Signaling Services" or "Central Reporting Station Signaling Services." (Place evidence of this after Tab 8.)	NO BID **	
2.13.02 Licensed fire alarm or security alarm contract vendors may also provide jurisdiction approved UL listed monitoring.	NO BID	
2.13.03 Monitoring contractor shall possess a valid alarm operators license with all local municipalities that it is providing services for. (Place evidence of this after Tab 8.)	NO BID	

\*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 45). List the specification number for each deviation.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks (con't)**

**2.0 Scope of work and specifications (con't)**

Requirement		Comply	Deviate*
<b>2.13</b>	<b>Central Reporting and Monitoring Services</b>		
2.13.04	Monitoring station shall provide openings/closing activity reports, activity day and time, authorized individual, office name and account number and the system type being monitored. These reports shall be sent to the member at the end of each reporting month.	<b>NO BID</b>	
2.13.05	Fees for monitoring services shall be included in the pricing detailed in <b>Tab 6</b> .	<b>NO BID</b>	

\*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 45). List the specification number for each deviation.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 8

**3.0 Supplementary Information**

*PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer.*

- 3.1 Provide a list of five (5) Arizona public agencies (preferably school districts) where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. Provide the name of the public agency, type of project, contract sales amount, year of the project, contact name and telephone number.

If you cannot provide five (5) Arizona references, please explain why and list other references.

- 3.2 In addition to the references listed above in 3.1, list five (5) facility electronic systems projects that have had problems, describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number.

- 3.3 In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties \_\_\_\_\_ Northern Arizona \_\_\_\_\_ Southern Arizona \_\_\_\_\_

- 3.4 Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

- 3.5 If a Mohave member in a geographic area of the state remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

- 3.6 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan. If your contract representative is not located in Arizona, describe how you would contact members.

- 3.7 Describe your repair facility for in or out of warranty service issues. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 8

**3.0 Supplementary Information**

3.8 Describe your customer support capabilities. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.9 What licenses do you hold that are related to the type of work to be done under an awarded contract?  
\_\_\_\_\_  
\_\_\_\_\_

3.10 What certifications do you hold that are related to the type of work to be done under an awarded contract?  
\_\_\_\_\_  
\_\_\_\_\_

3.11 What authorizations to perform warranty work do you hold that are related to the product lines that you will provide under an awarded contract?  
\_\_\_\_\_  
\_\_\_\_\_

3.12 Describe the types of systems that you are offering. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.13 Describe how you will provide central reporting and monitoring services, if you are offering them.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
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Place after Tab 5

**Special Terms and Conditions and Scope of Work and Specifications  
Acceptance Form**

*Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary). If none are listed below, it is understood that no exceptions are taken.*

*We take the following exceptions to the Special Terms and Conditions or make the following deviations from the Scope of Work and Specifications for:*

*(Indicate "None," if no exceptions or deviations are taken. Unacceptable deviations/exceptions may remove your proposal for consideration of award.)*

*None*

*\*\*As a point of clarification, Netsian is not offering Central Reporting and Monitoring Services. However the Security, Video Surveillance and Fire Alarm systems offered in this RFP can be monitored by a properly licensed and UL listed Reporting and Monitoring Service Company.*

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 6

### **Discount and Price Schedule**

All offerors must download and complete the 08B-0328 Electronic Systems workbook titled "08b\_electronicssystems\_WB.xls" located at <http://www.mesc.org/solicitations.html>. Include paper copies of the workbooks, along with a CD containing the completed workbook in your response. Failure to complete the 08B-0328 Electronic Systems workbook may render your proposal non-responsive.

See next page for sample of the 08B-0328 Electronic Systems workbook.

In addition to the above Excel workbook, offeror shall provide additional price and discount schedules. Offerors may prepare their own schedules. However, all price schedules shall follow the format, and provide the information listed below. Additional pricing and/or discounts may be included. Place after Tab 6.

**All pricing must be initially provided in paper format, in addition to the requirement for submission of the Excel workbook described above.**

**Note:** Mohave members pay an administration fee equal to 1% of the purchase price of goods and services purchased from Mohave contracts. Offerors shall include the administration fee in all prices in the Discount and Price Schedule. *No administration fee is charged on shipping, sales or use tax, bonds, travel, and/or M&IE.*

#### **Equipment Price Schedule**

Provide an equipment price schedule. *The net Mohave price shall include Mohave's 1% administration fee.*

The preferred equipment price schedule will include manufacturer's name and price list date and number, publisher's list price, percent of discount offered to Mohave's members, and net Mohave price for each line item.

Provide a price schedule for each manufacturer and/or product line offered.

#### **Services Price Schedule**

Provide a price schedule for any services offered to Mohave's members (installation, etc.). *The net Mohave price shall include Mohave's 1% administration fee.*

The preferred services price schedule will include price list date and number, your standard or list price, percent of discount offered to Mohave's members, and net Mohave price for each line item.

#### **Travel and M&IE/Mobilization Rates**

Provide a price schedule for travel and M&IE. Indicate when such fees are applicable. Travel and M&IE rates shall not exceed the current acceptable state rates (See page 16). See [www.gao.state.az.us/travel/](http://www.gao.state.az.us/travel/) for current State of Arizona reimbursement rates. **If rates are not specified for travel and/or M&IE/mobilization, no charges will be allowed.** *The Mohave administration fee is not charged on travel and M&IE.*

#### **Performance and Payment Bonds**

Indicate the additional cost, if any, to provide 100% performance and payment bonds when requested by the buying member. **If no fee is specified, performance and payment bonds will be provided at no additional cost.** *The Mohave administration fee is not charged on performance and payment bonds.*

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 6

**Discount and Price Schedule (con't)**

**Warranties, Additional Services or Incidental Price Schedule**

Provide a price schedule for any and all extended warranties, additional or incidental services, equipment and/or materials. The preferred additional or incidental price schedule will include price list date and number, your standard or list price, percent of discount offered to Mohave's members, and net Mohave price for each line item. *The net Mohave price shall include Mohave's 1% administration fee.*

**Notes**

**Economic Adjustment/Contingency:** Outline any contingencies for economic adjustments for fixed prices. (See Basis for Pricing in general terms and conditions.)

**Pricing Higher Than Retail:** Net Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable.

Sample of the 08B-0328 Electronic Systems workbook:

**08B-0328 - Facility Electronic Systems**

**Section One: Discount Schedule**  
 Step One - Enter the name of each manufacturer that you are offering with your proposal, into Row 8 of this spreadsheet.  
 Step Two - Enter the percentage discount off of MSRP for each manufacturer that you are offering with your proposal, into Row 9 of this spreadsheet.  
 Step Three - Enter the amount, if any, of shipping and handling costs for each manufacturer, as a percentage or flat fee as appropriate.  
 Step Four - Add columns as necessary to list all of your manufacturers.

	1	2	3	4	5	6
Name of Manufacturer						
Percentage Discount						
Shipping & Handling Costs						

**Section Two: General Information Summary**  
 Step One - Enter the different labor/repair rates you are offering, along with a short description of the type work to be performed at the rate.  
 Step Two - Travel/mileage, lodging and Per Diem, and restock fees.

Labor/Repair rates (Type of Service)					
Labor/Repair rates (Amount Per Hour)					
Travel Time/per hour					
Mobilization/per mile					
Travel/Mileage Costs					
Lodging/Meals & Incidental Expenses (Not higher than state rates)					
Restock Fees (not higher than 15%)					
Bond Rates					

**Section Three: Extended Warranty Summary**  
 Step One - Enter information for any extended warranties that are available.

Description	Manufacturer	Length of Plan	Cost Per Year

**Section Four: Full Price List**  
 Step One - Select the appropriate worksheet tab below ( i.e. - Security & Burglar Systems)  
 Step Two - Modify each worksheet as necessary. At minimum, you must include the information listed in the column headings.

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 6

**Pricing Sample Data**

Please provide pricing and part numbers for the following sample jobs, as per the special terms and conditions and scope of work, based on the pricing in your proposal. If you do not offer an identical item or service, provide a similar item and note any discrepancies. For installation show applicable charges; if hourly, show number of hours and rate; if installation is calculated as a percentage, show calculation. Use additional space if necessary.

**NOTE: These are SAMPLE JOBS ONLY and should not be submitted as your only pricing. All prices/charges must be priced as part of your response, as detailed on pages 46-47. These sample prices are using sample device counts, hours and locations to provide a relatively complete set of sample jobs for the evaluation committee to compare. The Product line that you use for each sample system should be the main product line for that type of system that you are offering. If you have multiple manufactures for a particular type of system, choose one that you will determine to be your main product line for that system.**

<b><u>FIRE ALARM SYSTEM:</u></b> Product/Service Description	Part #	Location on Price List (i.e. - page or row number)	Price
Addressable Fire Alarm control panel (able to handle devices listed below)			
Display for above control panel			
Lockable box/chassis for above control panel & display unit			
(6) Six 12 volt/12 amp hour standby emergency batteries			
Digital alarm monitoring dialer			
(2) Two Horn modules			
(10) Ten relay control modules			
(100) One hundred photo smoke detectors			
(20) Twenty heat detectors			
(50) Fifty horn strobes			
80 hours of labor, basic technician/laborer rate			
Mobilization charges to Tucson, Arizona location			
Travel time to and from Tucson, Arizona location			
		<b>GRAND TOTAL</b>	

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 6

**Pricing Sample Data (con't)**

<b>MASTER CLOCK SYSTEM: Product/Service Description</b>	<b>Part #</b>	<b>Location on Price List (i.e. - page or row number)</b>	<b>Price</b>
Master Clock control unit (able to handle devices listed below)			
Digital clock power supply			
(75) Seventy five 2" digital L.E.D. clock module			
(75) Seventy five 8" speaker & digital clock			
40 hours of labor, basic technician/laborer rate			
Travel and M&IE for 2 technicians/laborers , 3 Days			
Mobilization charges to Bullhead City, Arizona location			
Travel time to and from Bullhead City, Arizona location			
		<b>GRAND TOTAL</b>	

<b>MULTIMEDIA SYSTEM: Product/Service Description</b>	<b>Part #</b>	<b>Location on Price List (i.e. - page or row number)</b>	<b>Price</b>
12 channel power supply, rack mountable			
16 channel amplifier, head end combiner			
550 Mhz modulator, rack mountable			
Sub 900 Mhz demodulator, rack mountable			
550 Mhz 30 db launch amplifier			
System band separator			
17" color monitor with VGA input			
DVD player, rack mountable			
750w UPS for above system			
77" rack unit, floor standing rack			
Fifty horn strobes			
80 hours of labor, basic technician/laborer rate			
Travel and M&IE for 3 technicians/laborers , 3 Days			
Mobilization charges to Flagstaff, Arizona location			
Travel time to and from Flagstaff, Arizona location			
		<b>GRAND TOTAL</b>	

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 6

**Pricing Sample Data (con't)**

<b><u>INTERCOMMUNICATION SYSTEM:</u></b> <b>Product/Service Description</b>	<b>Part #</b>	<b>Location on Price List (i.e. - page or row number)</b>	<b>Price</b>
Intercommunications control unit, rack mountable			
(25) Twenty five square, wall mount speaker baffle			
(25) Twenty five 8" speaker, 25/70 volt unit			
(25) Twenty five room call in switch			
(5) Five wall style standard touchtone telephone			
Rack mountable CD player			
Rack mountable AM/FM tuner			
77" rack unit, floor standing rack			
150 hours of labor, basic technician/laborer rate			
Mobilization charges to Tempe, Arizona location			
Travel time to and from Tempe, Arizona location			
		<b>GRAND TOTAL</b>	

<b><u>PERMANENT SOUND SYSTEM:</u></b> <b>Product/Service Description</b>	<b>Part #</b>	<b>Location on Price List (i.e. - page or row number)</b>	<b>Price</b>
Amplifier			
CD Player			
(10) Ten 8" ceiling speakers			
(6) Six microphone outlets			
(2) Two handheld wired microphones			
(2) Two fifty foot XLR microphone cables			
(2) Two wireless microphones			
20 hours of labor, basic technician/laborer rate			
Travel and M&IE for 2 technicians/laborers , 2 Days			
Mobilization charges to Window Rock, Arizona location			
Travel time to and from Window Rock, Arizona location			
		<b>GRAND TOTAL</b>	

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
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Place after Tab 6

**Pricing Sample Data (con't)**

<b><u>VIDEO SURVEILLANCE SYSTEM:</u></b> Product/Service Description	<b>Part #</b>	<b>Location on Price List</b> (i.e. - page or row number)	<b>Price</b>
24 channel DVR, 500GB storage capacity			
17" flat panel monitor, SVGA, Composite, S-Video inputs, with built in speakers			
(2) Two, eight camera indoor power supply, 3amp fused, with 5 amp @ 24 VAC			
(7) Seven 5" dome outdoor color camera, day/night camera, 5-50mm AI lens, with Pendant mount			
(7) Seven 5" dome indoor color camera, 3-9mm AI lens, with Pendant mount			
(7) Seven parapet rooftop mount for domes			
(7) Seven wall mount, single gang, feed-through cables			
60 hours of labor, basic technician/laborer rate			
Travel and M&IE for 3 technicians/laborers , 3 Days			
Mobilization charges to Parker, Arizona location			
Travel time to and from Parker, Arizona location			
		<b>GRAND TOTAL</b>	

<b><u>CENTRAL REPORTING &amp; MONITORIG SERVICES:</u></b> Product/Service Description	<b>Part #</b>	<b>Location on Price List</b> (i.e. - page or row number)	<b>Price</b>
Monthly monitor of security system at 13 sites - Charge per month			
Monthly monitoring of fire system at 13 sites - Charge per month			
		<b>GRAND TOTAL</b>	

## Appendix A: Offeror Qualifications

Place responses after Tab 4

**Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the proposal. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.**

- 1) Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
- 2) Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long has your company provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.
- 3) Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate if the products offered in the proposal meet applicable industry standards. List applicable awards and/or standards.
- 4) Provide a list of subcontractors if any, to be used if awarded a contract. Provide complete information on each subcontractor, including name of the firm, names and titles of management, location, phone number, services to be performed, license numbers, and any other pertinent information. Only subcontractors listed here will be authorized to perform work under an awarded contract.
- 5) Provide a current certificate of insurance listing coverage for comprehensive and general liability, vehicle liability, and property damage, as specified on page 10. *A sample certificate may be provided. However, before any orders are processed, contractor must provide a certificate that names Mohave as the certificate holder.*
- 6) Provide a letter from your financial institution indicating the range of credit available to your firm. (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

Offerors may submit audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. Any financial information included here will be kept confidential, unless it is in the form of an audited annual report available to the general public.
- 7) Describe any limitations to your company's ability to sell to all Mohave member types including, but not limited to school districts, state, county and municipal government agencies, community college districts, other political subdivisions of the State of Arizona, and non-profit educational and healthcare institutions. No offeror will be denied a contract simply because sales are limited to Arizona schools. However, Mohave will not enter into a contract with a vendor that is unable to sell to Arizona schools.
- 8) Indicate how you will ensure your sales staff does not sell products or services to members that are not on contract or will not meet the public need? Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone? What training does your sales staff have that gives you confidence in their ability to serve the needs identified in the RFP?

## Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Arizona Transaction Privilege (Sales) Tax License Number: 07-668937-B

Do you collect city, county and/or other local sales tax in Arizona? Yes  No

*Please check one:*

City, county and/or other local sales tax rate is \_\_\_%.

City, county and/or other local sales tax rate varies by ship-to address.

2. For products on your price list, is shipping/handling included in the price? Yes  No

If No, estimate S/H on purchases \_\_\_\_\_

3. Mohave is established to offer a cooperative purchasing program "which can be accomplished more efficiently and economically as a multi-district or multi-county operation."

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 400 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes  No

If No, what efficiencies and economies would members receive from a contract based on your proposal?

4. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
Low Voltage Communication	L-67	ROC181770
Electrical	K-11	ROC181769
Direct Current Power Systems	L-05	ROC181768
Electrical and Transmission Line	A-17	ROC181771
Dual Building Contractor	KB-01	ROC181766
Air Conditioning and Refrigeration	L-39	ROC181767

5. Describe your return policy. What is your restock fee, if any? (Restock fee must not exceed 15%)

Return items are subject to a 13% restock fee

Describe shipping charges on returns. Return items are subject to a 13% restock fee

Describe any exclusions or limitations applicable to your return policy. Returned items must be new and in original container.

6. Address for purchase orders

Attention of Mary Deltry

Street Address 1305 W. 1<sup>st</sup> Mailing Address \_\_\_\_\_

City Tempe State AZ ZIP 85281

Fax 480-505-6911

Email Address mary.deltry@netsian.net paul.dealva@netsian.net

## Appendix B: Questionnaire for Offeror (con't)

Place after Tab 7

7. Contacts for Mohave.

Main Mohave representative Paul deAlva  
*(Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)*

Title Director of Educational Sales Email address paul.dealva@netsian.net  
 Phone number 480-505-6871 Fax 480-505-6971

Name of contact for RFP/contract Mary Deltry  
*(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title Contract Accountant Email address mary.deltry@netsian.net  
 Phone number 480-505-6811 Fax 480-505-6911

Name of contact for Escalation Ole Munson  
*(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract.)*

Title VP Email address ole.munson@netsian.net  
 Phone number 480-505-6800 Fax 480-505-6730

Audit Contact Mary Deltry Email address mary.deltry@netsian.net  
*(Shall be the main point of contact for Mohave account specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Reconciliation Contact Mary Deltry Email address mary.deltry@netsian.net *(Shall be the main point of contact for the reconciliation report.)*

Payment remittance address 1305 W. 1<sup>st</sup>

City Tempe State AZ ZIP 85281

Telephone (invoice questions) 480-505-6811 FAX 480-505-6911

8. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
Paul deAlva	Statewide	480-505-6871
Rob Behrens	Statewide	480-505-6804
Steve Schembab	Statewide	480-505-6837

9. Indicate if your offer is regional or statewide. Regional \_\_\_\_\_ Statewide X

If regional, indicate the regions in Arizona you will service. \_\_\_\_\_

10. Will you offer members a quick pay discount if payment is made within 10 or 20 days?  
 Yes \_\_\_ No X If Yes, what is the discount for 10 days? \_\_\_\_\_ 20 days? \_\_\_\_\_

11. What is your general website (Internet) address? Netsian.net

**Appendix C: Support and Maintenance Plans**

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, if applicable.

Do you provide warranty and maintenance for the items in the proposal? Yes [ ] No [ ] If no, how do members obtain warranty and maintenance service?

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Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

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Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

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If the number above is not a toll-free number, will you accept collect calls at that number? Yes [ ] No [ ]

Do you provide technical help via phone? Yes [ ] No [ ] If yes, provide a phone number and contact.

---

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

---

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

---

Describe the steps a member should take to activate a warranty, if any. \_\_\_\_\_

---

---

Do you offer extended warranty or maintenance service plans? Yes [ ] No [ ] If yes, provide a summary of the plans here and place any sample forms after Tab 8. \_\_\_\_\_

---

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Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

## Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, if applicable.

Do you provide warranty and maintenance for the items in the proposal? Yes [ X ] No [ ] If no, how do members obtain warranty and maintenance service?

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Netsian Technologies Group, 1305 W. 1<sup>st</sup> St., Tempe, AZ 85281

Netsian Technologies Group, 2020 E. Beverly Dr., Tucson, AZ 85719

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Mark Tesreau (480) 505-6850, Service Department Tempe

Mike Bowler (520) 918-2209, Service Department Tucson

If the number above is not a toll-free number, will you accept collect calls at that number? Yes [X] No [ ]

Do you provide technical help via phone? Yes [X] No [ ] If yes, provide a phone number and contact.

Help Desk (480)-505-6855

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

Netsian has a pool of 65 technicians that cover the state

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

Tempe approximately \$100,000.00 and Tucson approximately \$40,000.00

Describe the steps a member should take to activate a warranty, if any. Upon completion of system installation. Netsian will have the member sign a warranty letter that has the date of system first beneficial use. The warranty begins at date of first beneficial use.

Do you offer extended warranty or maintenance service plans? Yes [X] No [ ] If yes, provide a summary of the plans here and place any sample forms after Tab 8. See extended Maintenance Agreement after tab 8.

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

**Appendix D: Manufacturer's Representative Information, References & Business Ownership**

Place after Tab 7

**Manufacturer's Representative Information**

Check all that apply

- Offeror is authorized to submit a proposal for the specified equipment/services and can provide the equipment if awarded a contract.
- Offeror is a bona fide dealer for the equipment/services in the proposal.
- Offeror is the manufacturer of the AEP cabling products in the proposal.

**Business Ownership: Gender/Ethnic Group**

*(Used for reporting. Not a factor in contract award.)*

*If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each.* To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group. Proof of ownership is evidenced by the transaction privilege taxes license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

- |                           |         |                                      |         |
|---------------------------|---------|--------------------------------------|---------|
| 1. Woman owned            | _____ % | 5. Native American owned             | _____ % |
| 2. Anglo owned            | _____ % | 6. Asian owned                       | _____ % |
| 3. Hispanic owned         | _____ % | 7. N/A (government, nonprofit, etc.) | _____ % |
| 4. African American owned | _____ % |                                      |         |

## Appendix E: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over \$100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Telecommunications systems" means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

To assist in evaluating your proposal, please check and complete the applicable section below.

- We are exempt from ARS §41-2553 because we are not offering telecommunications systems.
- We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per member or contract.
- We will respond to the information below because the systems we sell may exceed \$100,000 per member or contract.

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

\_\_\_ 60 months    \_\_\_ X 84 months    \_\_\_ 120 months    \_\_\_ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0% after 7 years.

\_\_\_ X Yes    \_\_\_ No    (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

\_\_\_ X Yes    \_\_\_ No    (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	\$109,000
Residual value	-0-
Total Life Cycle Costs	\$209,000 or \$29,858 per year

\_\_\_ X Yes    \_\_\_ No    (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

The systems offered in this proposal are school Intercommunications Systems and not stand alone telecommunications systems. The benefits are specified in the scope of work and specifications section 2.8 through 2.9

## ***Appendix G: A Better Understanding of Mohave***

1. Mohave Educational Services Cooperative, Inc. (Mohave) is a non-profit agency established by the authority of ARS §11-952 and ARS §41-2632. Mohave began administering a cooperative purchasing program in 1986 as a school service agency. Mohave's membership includes public school districts, community colleges, city and county governments, and political subdivisions throughout Arizona. [See [ww.mesc.org](http://www.mesc.org) for list of members.]
2. Membership is established through a Cooperative Purchasing Agreement (CPA). The signed CPA serves as the contract between Mohave and the participating member, and authorizes the member to use Mohave's procurement contracts.
3. As a local procurement unit administering a cooperative purchasing program, Mohave follows the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules to competitively solicit and award procurement contracts.
4. When Mohave issues solicitations and awards contracts in compliance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, all members using those contracts are deemed to be in compliance and may use the contracts as if the contracts were their own.
5. A Mohave approved purchase order is a legal contract between a vendor and a Member for goods and services. Members issue purchase orders for all goods and services purchased under our contracts.
6. In accordance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the buying member is responsible for paying for goods and services received under Mohave contract. Mohave's CPA requires that the member pay within 30 days of the date of the invoice.
7. Protection for a Mohave contractor from a member that refuses to pay is substantial. A member that issues a purchase order must have the funds to pay for the goods and services received from that purchase order. A non-paying member runs the risk of losing its ability to use Mohave contracts and/or facing a variety of legal consequences that result for default on a contract.
8. Mohave has approved a procedure that allows Mohave contractors to sign multi-term contracts directly with members, as long as the agreements are based on purchase orders from Mohave. This enables members to make periodic rental and lease payments directly to the lender, not Mohave.
9. Mohave receives no direct tax funding for its operation. Instead, Mohave operates on a 1% administration fee, which is generally included in the contract price for materials and services. The administration fee paid is by the member and is based upon the cost of the goods and services purchased by the member.
10. Mohave is a unique organization. Mohave is a non-profit organization that follows the Uniform School Financial Records (USFR), a fund-accounting system used by Arizona schools. We have an Executive Board which functions much like a school board. We have independent annual audits, with the results reported to the Arizona Auditor General's office. Our contracts are governed by the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the same statutes and rules directly applicable to our members.
11. Mohave is an active member of the Association of School Business Officials International (ASBO), the Arizona Association of School Business Officials (AASBO), Arizona School Boards Association (ASBA), the National Institute of Governmental Purchasing (NIGP), and other regional and national professional associations

***Learn more about Mohave at [www.mesc.org](http://www.mesc.org)***

## *Appendix H: Special Note to Offerors*

Cooperative Educational Services (CES) is composed of all 89 public school districts, all public universities, most charter schools and two-year colleges, and several BIA in New Mexico. The CES members have joined and become parties to the Joint Powers Agreement To Form An Educational Cooperative that does business as CES. The public agency is run by and for the public schools in New Mexico. Based in Albuquerque, CES was organized in 1979 as a direct response to the articulated needs of small and rural K-12 school districts, but has since expanded to include all public educational institutions. Like Mohave Educational Services Cooperative, Inc. of Arizona, CES issues RFP's seeking contracts for schools that meet the procurement rules of New Mexico.

The New Mexico procurement code allows CES to use an out-of-state contract awarded as a result of a competitive sealed solicitation if the process used was the same as used in New Mexico. Since Arizona and New Mexico have very similar procurement codes, CES has been able to use Mohave contracts in the past. If you are willing to sign a contract based on this RFP with CES, it will be understood that where the word Arizona is used, New Mexico will be understood, and where the name Mohave is used, CES will be understood. Where laws are quoted, similar New Mexico laws will be interpreted. In any event, Mohave suggests any vendor who opts to use this RFP to include New Mexico to offer an even bigger discount, considering the potential increase in sales using two states. If Mohave awards you and you have marked the CES box on the front cover page, Mohave will forward a copy of the award to CES for their evaluation. CES will award and administer any New Mexico contracts, however the contracts will only exist as long as a Mohave contract with issued under this solicitation is in place.

Neither CES nor Mohave will hold the other responsible for any irregularities in either contract. Mohave neither encourages nor discourages vendors from contacting CES. If you would like to discuss the use of any contract awarded by Mohave in New Mexico, contact CES at the address below:

Cooperative Educational Services  
Dr. Max Luft, Executive Director  
4216 Balloon Park Rd. NE  
Albuquerque, NM 87109  
Phone (505) 344-5470  
FAX (505) 344-9343

**CES** Cooperative Educational Services

625 E. Beale St.  
Kingman, AZ 86401  
(928) 753-6945 • Fax (928) 718-3232

**ADDENDUM 1**  
**REQUEST FOR PROPOSAL 08B-0328**

**•FACILITY ELECTRONIC SYSTEMS TO INCLUDE SECURITY, FIRE, INTERCOMMUNICATION,  
VIDEO SURVEILLANCE, MULTIMEDIA PRESENTATION/DISTRIBUTION, PERMANENT SOUND  
SYSTEMS AND MASTER CLOCKS**

This Addendum 1 is hereby made part of the contract documents and shall be included in all proposals. Offerors shall acknowledge receipt of this Addendum 1 by including this page, signing and dating the following statement:

Addendum 1 acknowledged by \_\_\_\_\_

Printed name and title \_\_\_\_\_

Date \_\_\_\_\_

**Place the signed Addendum 1 after Tab 1 in your proposal binder.**

**CHANGE TO SPECIAL TERM 1.1:**

See page 2 of this addendum, for a revision to Special Term and Condition 1.1, regarding payment terms. Payment terms are Net 30, not Net 45. **Please replace page 24 of the original RFP with page 2 of this addendum.**



**Tom Peeler, Executive Director**  
**Mohave Educational Services Cooperative, Inc.**

• **March 19, 2008**

**Facility Electronic Systems to include Security, Fire, Intercommunication,  
Video Surveillance, Multimedia Presentation/Distribution,  
Permanent Sound Systems and Master Clocks**

Place after Tab 5

Mohave desires to contract with a qualified and experienced vendor or vendors to provide quality facility electronic systems to include, but not be limited to security, fire, intercommunication, video surveillance, multimedia presentation/distribution, permanent sound systems and master clocks for Mohave's members. Services are sought for Mohave's statewide membership.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "no bid" that item. Mohave will consider all offers. However, vendors with the ability to supply more than one product line are preferred.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands of facility electronic systems including and not limited to: Bosch, CoVi, Dukane, GE, Notifier, OnSSI, Panasonic, Pelco, Simplex, Sony and/or equal quality products. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Six vendors hold Mohave's current contract for the specified products and services. Activity under the contracts for FY2007 was \$7,360,767, and year to date activity for FY2008 is \$4,617,313. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2007 amount. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

#### **1.0 Special Terms and Conditions**

The following special terms and conditions are in addition to the applicable general terms and conditions that appear on pages 5-22. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 45). Place pages 24-42 after Tab 5.

- 1.1 If offeror requires member to sign any additional agreements (sales, lease, rental, maintenance, etc.) with terms that conflict with the Mohave contract, the terms and conditions of the Mohave contract will prevail and will be removed from any such agreements as a condition of award. **Place sample customer agreement after Tab 8.** All agreements must include:
- Non-appropriations clause;
  - No waiver of right for a jury trial;
  - Contract or agreement must be governed by the laws of the State of Arizona;
  - Net payment is thirty (30) days; and
  - No upfront payment required by member when purchase order is placed.
  - Document **shall not** contain language stating that it is the "entire agreement."
- 1.2 All offerors must download and complete the 08B-0328 Electronic Systems Workbook titled "**08B\_electronicssystems\_WB.xls**" located at <http://www.mesc.org/solicitations.html>. Please include a CD with the completed spreadsheet in your response. Failure to provide and complete the 08B-0328 Electronic Systems Workbook may render proposal non-responsive. **Place after Tab 6.**
- 1.3 If awarded a contract, all future pricing updates shall be based on the electronic workbook.
- 1.4 Contract vendor shall be properly licensed to perform all work required under the contract, or shall ensure that properly licensed subcontractors are used to perform the work.

Place after Tab 8

### 3.0 Supplementary Information

*PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer.*

3.1 Provide a list of five (5) Arizona public agencies (preferably school districts) where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. Provide the name of the public agency, type of project, contract sales amount, year of the project, contact name and telephone number.

- 1) *Littleton Elementary School District. New Estrella Vista Elementary School, Rauland ICS Integrated Communication system Integrated with NEC NEAX IPS PBX networked off of the District's NEC NEAX 2400 hub switch. Also provided was a Rauland CPS Real-Time Video Streaming and Converged Multimedia solution for video content delivery to all classrooms via ceiling mounted projectors with sound reinforcement. Structured Voice & Data Cabling, MPR Sound and Data Network Electronics with gigabit to the desktop. Total Project amount \$550,000.00. Completion December 2007. Ray Pacheco, 623.478.5631*
- 2) *Lake Havasu Unified School District. Thunderbolt MS, Rauland ICS Integrated Communication system Integrated with NEC NEAX IPS PBX network using VoIP trunking on the district's private fiber ring and new Structured Telephony Cabling. Project amount \$184,730.00. September 2007. Dr. Barbara Goodwin 928.505.6900*
- 3) *Scottsdale Unified School District. Eleven new Rauland ICS Integrated Communication systems head-ends connected to existing wiring and field devices. Corrected field intercom deficiency issues. Systems were integrated, where possible, to each school's telephone system. Total project amount \$240,000.00. Completion of 11<sup>th</sup> school, February 2008. Andy Bernard, 480.606.2127.*
- 4) *Wilcox Unified School District. Wilcox High Fire Alarm Replacement. The existing FA was no longer supported by the manufacturer and had ceased to function properly. Netsian provided design/build services to replace the system with a new FCI 7100 Series FACP, installed all new field devices, cable and brought the system up to code with Fire Marshall approval and resultant Certificate of Occupancy. Total project cost \$185,760.00. Completion March 2008. Tom Currin 520.384.8854*
- 5) *Buckeye Union High School District. New Youngkers High School. Rauland ICS Integrated Communication system Integrated with NEC NEAX IPS PBX networked off of the District's NEC NEAX 2000IPS hub switch. Sound systems for the Gym, Caf , Dance Room and Weight Room. Total project cost, \$231,412.00. Completion August 2007. Eric Godfrey 623.512.6130.*

If you cannot provide five (5) Arizona references, please explain why and list other references.

- 3.2 In addition to the references listed above in 3.1, list five (5) facility electronic systems projects that have had problems, describe the problem, and identify how the problem was solved (what steps were taken to satisfy the

customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number.

1. *Littleton Elementary School District*

*Project was for basic maintenance of their telecommunication systems. The problem was that we inadvertently billed the applicant for maintenance work that was covered under the maintenance agreement. The problem was solved by canceling the incorrect billings and covering the work under the maintenance agreement.*

*Project type: Basic maintenance telecommunication system.*

*Year of project: 2005*

*Contract amount: \$23,000.00*

*Contact name: Raymond Pacheco 623-478-5631. Note, Ray may not recall this.*

2. *Lake Havasu Unified Schools*

*New communication systems and required structured cabling at six sites. The problem was that one of our cabling crews used the wrong type of feed cable splice in an outdoor vault. The resolution was to replace the splice with the proper type for an outdoor application. To the best of our knowledge, the customer was unaware of this problem as we caught with our own quality control process.*

*Project type: New communication systems for six sites*

*Year of project: 2005*

*Total project amount: \$367,000.00*

*Contact name: Dr. Barbara Goodwin 928-505-6900*

3. *Avondale Elementary School District*

*Centerra Elementary School. We deployed VoIP to the desktop campus wide integrated with the schools Intercommunications System. The District experienced a power outage at the DO hub VoIP server site. The router (provided by others) was not backed up with a UPS so connectivity to schools dropped. At Centerra, after the connection dropped, the Remote Survivable Unit kicked in to handle the voice traffic. The district called our service department for a service call because some of the phones had not come back up. What we discovered was some of the users had not logged back on and were unaware that they had to, to bring their phones back up. The problem was resolved by educating those who missed the original system training. Our recommendation to Avondale is to hard code the phones so they automatically log back on in the event of lost connection to the server.*

*Project type: New VoIP telephone system integrated with the schools Intercommunications System for Centerra Elementary.*

*Year of project: 2005*

*Contract amount: \$25,721.00*

*Contact: Mark Gresko 623.772.5063*

4. *Pinal County Adult Detention Facility Design/Build Fire Alarm replacement.*

*During the course of the project our crews demoed and replaced the fire alarm in a building that was not in our original scope of work. Our Team Leader on the project determined that the Fire Marshall would require that the*

*fire alarm system in the subject building be included in our scope of work to meet code. Faced with a compressed time schedule, not having a complete understanding of Netsian's change order approval protocols and with the customers best interest and challenging time frame in mind, moved forward with the work without having a approved change order in hand. The customer, when presented with the cost for the additional work after it had been substantially complete, balked at paying it as they had not approved it. The resolution was a compromise was reached with the owner and our Team Leader on the project now has Netsian's change order protocols set in stone in his mind.*

*Project type: Design/build Fire Alarm Replacement for the Adult Detention Facility.*

*Year of project: 2007*

*Contract Amount: \$221,519.00*

*Contact: Josh Irwin 520.866.6262*

### 5. Country Place Elementary School

*No dial tone in Principle's office. The problem was resolved by tracing the voice drop through to IDF and found it had been incorrectly punched down. The cable was removed from the punch down block and using the spare length in the service loop, the shielding was striped back and the cable was re-punch correctly. Connectivity was tested and dial tone was present.*

*Project type: NEC NEAX IPS Intercommunications System networked with the district's existing NEC NEAX 2400 IMX*

*Year of project: September 2005*

*Contract amount: \$38,210.00*

*Contact: Raymond Pacheco 623.478.5631*

3.3 In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 75% Northern Arizona 10% Southern Arizona 15%

3.4 Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

*We target Mohave members with a need for our products and services regardless of geographic locations.*

3.5 If a Mohave member in a geographic area of the state remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

*We rarely ever use subcontractors regardless of geographic location.*

3.6 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan. If your contract representative is not located in Arizona, describe how you would contact members.

*Netsian is very proactive in our marketing efforts. We are members of AASBO and ASBA and are participating vendors in their annual conferences, the July conference for AASBO and the December conference for ASBA. We monitor on a state wide basis, district's growth and facility renovation plans to identify those with needs for our services. We then endeavor to earn the position of becoming the district's value added special systems partner. We do this via consultive selling, by offering our design/build services, and by networking through other satisfied*

customers. We monitor school district's building renewal plans at the SFB website to identify those with needs for our services.

- 3.7 Describe your repair facility for in or out of warranty service issues.

*Netsian has two services facilities, one in Tucson and one in Tempe. Between the two we have approximately 65 service technicians, each with their own service vehicle. When a customer has a need they call one of our service facilities and describe the problem to the Service Dispatcher. The Dispatcher will then schedule with a technician with the applicable skills and certifications to correct the problem.*

*We have technicians on call 24/7. After hours service callers will be prompted to leave a message which will be forwarded to the one of the on call technicians for response.*

- 3.8 Describe your customer support capabilities.

*In addition to 3.7, Netsian offers annual end user in-service training on an annual basis at no charge for the life of the Netsian provided and installed system. Netsian offers basic phone support at no charge. When a customer standardizes on Netsian provided system, Netsian will invite our customer's technical staff to system diagnostics and repair training, thus reducing our customer's dependence on outside service providers.*

- 3.9 What licenses do you hold that are related to the type of work to be done under an awarded contract?

Name of licensee	Classification	Number
Low Voltage Communication	L-67	ROC181770
Electrical	K-11	ROC181769
Direct Current Power Systems	L-05	ROC181768
Electrical and Transmission Line	A-17	ROC181771
Dual Building Contractor	KB-01	ROC181766
Air Conditioning and Refrigeration	L-39	ROC181767

- 3.10 What certifications do you hold that are related to the type of work to be done under an awarded contract?

*Please see certifications in section 8 of this document.*

- 3.11 What authorizations to perform warranty work do you hold that are related to the product lines that you will provide under an awarded contract?

*Netsian is an authorized and manufacture trained representative on all products in this offering, thus authorized by the manufacture to perform warranty work.*

- 3.12 Describe the types of systems that you are offering.

*Security and Access Control Systems, Video Surveillance Systems, School Intercommunication and Master Clock Systems, Multimedia Presentation and Distribution Systems, Audio Visual Presentation Systems, Fire Alarm Systems, Permanent Sound Systems, Structured Cabling and WAN/LAN Network Infrastructure Systems*

- 3.13 Describe how you will provide central reporting and monitoring services, if you are offering them.

*No Bid.*

## Sample NETSIAN Warranty Letter

(Date)

(Customer Name)

(Customer Address)

(City, State, Zip)

Job No. ( )

(Job name)

Attention ( ):

Please accept this letter as certification that the below listed system(s) have been placed in operating condition:

**System (s)**

**1 - Year Warranty**

Warranty service for the above listed system(s) as detailed in the attached Netsian Technologies Group Limited Warranty Statement will be performed and in effect from March 04, 2005 through March 03, 2006. This warranty will stay in affect with the exception of any natural causes or disasters beyond our control.

If service should be required, please contact:

Netsian Technologies Group  
Customer Service Coordinator  
(480) 505-6855

Enclosed you will find one (1) original and one (1) copy of this warranty letter. **Please sign the original copy, indicating that you understand and accept the conditions of this warranty, and return it Netsian Technologies Group.** Any further correspondence should be forwarded to:

Netsian Technologies Group  
1305 W. 1<sup>st</sup> Street  
Tempe, AZ 85281  
(480) 505-6800

Sincerely,

Accepted By:

(Project Mgr)  
Netsian Technologies Group  
Enclosure ( )

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## WARRANTY OVERVIEW

RFP #08B-0328

NETSIAN Technologies Group warranties all products and services we sell through the Mohave Educational Services Cooperative for a minimum of one year. The majority of the systems we sell will be made up of components from a variety of manufacturers and our warranty will cover all system components and labor to install them. Please refer to the enclosed warranty letter.

Our structured cabling manufacturers provide a minimum 20-year warranty when installed, tested and certified by NETSIAN. Please see the enclosed sample warranties from our structured cabling manufactures (Systemax, Berk-Tek, Siemon and Mohawk).

For systems and products other than cabling systems, NETSIAN offers extended warranty/maintenance agreements. Please see the enclosed sample maintenance agreement with sample pricing for more information.

## LIMITED WARRANTY

All installation labor performed and material installed by NETSIAN Technologies Group is warranted for a period of one year from the date of acceptance or first beneficial use, whichever comes first. The liability of NETSIAN Technologies Group under any warranty is limited expressly to the replacement of warranted equipment and labor warranted in connection therewith, and further excludes consequential damages of any nature from the failure of any such warranted equipment.

The obligation and responsibilities resting with the purchaser and not included in the above services are:

1. Proper adherence to the operating instructions.
2. Maintaining proper primary power, including checking and/or replacing fuses prior to calling for service.
3. Periodic inspections and test as may be required by local jurisdictions having authority.
4. Damage caused by accident, abuse, alterations, tampering or from service by other than an authorized agency.
5. Scheduled maintenance and user adjustments.



### Maintenance Agreement

RFP 08B-0328

Customer Name: Mohave Member

Job Location: Arizona

System: Intercommunications

Date: 1-Jul-08

Sales person: Paul DeAlva

Designer: George Lind

System Purchase Price: \$100,000.00

Year	Rate	per year
one	N/A	Included
two	5.30%	\$5,717.36
three	5.55%	\$5,967.36
four	5.85%	\$6,267.36
five	6.15%	\$6,567.36
TAX		\$358.49
TOTAL		\$6,625.85

	Hours/year	Rate	Extended
Travel time:	0	\$52.17	\$0.00
Unusual Conditions:	0	\$52.17	\$0.00
Programming:	0	\$86.95	\$0.00
Test and inspect:	8	\$52.17	\$417.36
	Days/year	Rate	Extended
Per diem :	0	\$115.50	\$0.00

**5-Year Agreement:** Starting date of first beneficial use of equipment, extending five years and renewable yearly. This agreement is for year two.

**Priority Response:** Customers will be assigned the highest priority for response to emergency and normal maintenance requests.

**24 hour, 7 day a week response:** Netsian will provide 24 hours a day, seven days a week response for emergency system outages. Normal working hours priority response will be provided for all other maintenance requests.

**Material and Labor Covered:** All originally installed equipment and labor will be covered from failures due to normal wear and tear, and product defect for the duration of this agreement. Excludes projector lamps.

**Systems out of Warranty:** System test and inspect required prior to start of contract on all system out of the normal warranty period. Any equipment found to be out of working order will be replaced at preferred customer price.

**Minor Adjustments:** Minor calibration and programming adjustments will be made to the system at no additional charge. Software upgrades and system reconfigurations will be charged using Preferred Customer Status pricing.

**Customer Training:** Netsian will provide inservice customer training as necessary to assure proper operation of equipment.

**Preferred Customer Status:** Netsian will be assigned Preferred Customer Status, receiving special material and labor pricing on all future purchases of material and service labor.

**Preventive Maintenance, Moves, Adds, and Changes:** All preventive maintenance, moves, adds, and changes will be charged using current Preferred Customer Status pricing.

**Acts of Nature:** Any repairs made due to acts of nature (water, lightning, power surges, wind, etc) will be charged using current Preferred Customer Status pricing. Netsian will assist in the completion of insurance or other claim forms.

**Cancellation:** Either the customer or Netsian can cancel this agreement at any time, pending settlement of unresolved maintenance issues and payment of balances due.

**System Purchase Price:** For contracts signed prior to the completion of year one, material purchase price is customer invoice price. For contracts signed after year one, material purchase price is current system replacement price for covered equipment.

**Billing Cycles:** (Please choose one of the following)

One lump sum, billed with purchase of equipment )

Annual billing, 30 days prior to each year starting year two.

Quarterly billing, 30 days prior to each quarter starting year two.

Monthly billing, 30 days in advance starting year two.

Customer \_\_\_\_\_ date \_\_\_\_\_  **Accept**  **Decline**

Netsian \_\_\_\_\_ date \_\_\_\_\_

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
NETSIAN TECHNOLOGIES GROUP



CONTRACTORS LICENSE NO. ROC181770 CLASS L-67  
LOW VOLTAGE COMMUNICATION SYST  
EMS  
COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND  
*Fidelio V Garcia*  
ACTING DIRECTOR

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
WILSON ELECTRIC SERVICES CORP



CONTRACTORS LICENSE NO. ROC181771 CLASS A-17  
ELECTRICAL AND TRANSMISSION LI  
NES  
COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND  
*Fidelio V Garcia*  
ACTING DIRECTOR

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
WILSON ELECTRIC SERVICES CORP



CONTRACTORS LICENSE NO. ROC181769 CLASS K-11  
ELECTRICAL  
RESIDENTIAL & COMMERCIAL

THIS CARD MUST BE PRESENTED UPON DEMAND  
*Fidelio V Garcia*  
ACTING DIRECTOR

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
WILSON ELECTRIC SERVICES CORP



CONTRACTORS LICENSE NO. ROC181766 CLASS KB-01  
DUAL BUILDING CONTRACTOR  
RESIDENTIAL & COMMERCIAL

THIS CARD MUST BE PRESENTED UPON DEMAND  
*Fidelio V Garcia*  
ACTING DIRECTOR

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
CONSTANT POWER TECHNOLOGIES C  
P T



CONTRACTORS LICENSE NO. ROC181768 CLASS L-05  
DIRECT CURRENT POWER SYSTEMS O  
NL  
COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND  
*Fidelio V Garcia*  
ACTING DIRECTOR

LICENSE EFFECTIVE THROUGH: JAN 2009  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
NETSIAN TECHNOLOGIES GROUP



CONTRACTORS LICENSE NO. ROC181767 CLASS L-39  
AIR CONDITIONING AND REFRIGERA  
TION  
COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND  
*Fidelio V Garcia*  
ACTING DIRECTOR



Via Facsimile  
(480) 505-6971

625 E. Beale St.  
Kingman, AZ 86401  
(928) 753-6945 \* (928) 718-3232 Fax

**REQUEST FOR BEST AND FINAL OFFERS**  
**REQUEST FOR PROPOSAL 08B-0328**  
**Facility Electronic Systems**

In accordance with Arizona Department of Education School District Procurement Rule R7-2-1048, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 08B-0328.

**BEST AND FINAL OFFER DUE DATE:** Wednesday, May 14, 2008 @ 4:30 p.m. MST

**LOCATION:** Mohave Educational Services Cooperative, Inc.  
625 E. Beale Street  
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 08B-0328, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Mohave will not be responsible for late receipt of best and final offers. If a best and final offer is not submitted, the offeror's previous proposal response will be considered its best and final offer. *Faxed best and final offers cannot be accepted.*

**CONTACT PERSON:** MARK DiBLASI, CONTRACT SPECIALIST II

**PHONE:** (928) 718-3220

Tom Peeler, CPPB  
Executive Director

**DATE:** May 7, 2008

**THIS BEST AND FINAL OFFER IS SUBMITTED BY:**

**Name:** Todd Klimas, CFO  
**Firm:** Netsian Technologies Group  
**Address:** 1305 W. 1<sup>st</sup> Street  
**City:** Tempe      **State:** AZ      **Zip:** 85281

**Phone:** 480505 6600

**Signature:** [Handwritten Signature]

**Date:** 13 MAY 08

**Title:** VP

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# NETSIAN

TECHNOLOGIES GROUP

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March 28, 2008

Tom Peeler  
Executive Director  
Mohave Educational Services Cooperative, Inc.  
625 E. Beale Street  
Kingman, AZ 86401

RE: RFP 08B-0328

NETSIAN is providing a complete response to RFP 08B-0328, Facility Electronic Systems. We have generated a comprehensive proposal which delivers excellent value to both MESC and MESC members. Superior products backed by excellent service and support will make this one of the finest proposal offered by our company since our original contract was awarded in 1993.

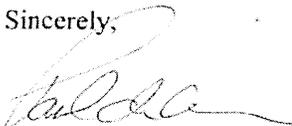
Our foundation in the MESC member community is solid and this offering continues to build upon that excellent history. While we continue to employ many of the same sales, engineering and operations people who have represented our offerings through Mohave since 1993, we have strengthened our offer in the following ways:

- **Our best of class product offerings provides an operating platform that allows for cost affective migration pathway to new technologies without having fork lift out existing systems.**
- **Many of our Facility Electronic systems have received top ratings from leading special systems consultancy and industry recognized testing laboratories.**
- **Our discounts are equal to or greater than ever before.**
- **Our technical capability has grown significantly.**
- **Our product offering has grown significantly.**
- **Our capability to serve MESC and MESC Members has grown as a result of our presence throughout the Southwest (we have more offices and employees than in the past).**
- **Our training on installed systems is more comprehensive than ever before. As part of this offering, we will provide annual user training on Netsian installed systems at no additional cost for the life of the system to MESC members.**

Because MESC members must seek the most value for their money in today's market, our offering provides the best price/value solution available today. Our commitment to accuracy, quality, value, honesty, integrity and continuity for MESC and all MESC members is our primary goal.

Thank you for the opportunity to submit this offer. Every effort has been made to assure that this offer meets or exceeds the requirements of RFP 08B-0328.

Sincerely,



Paul deAlva

May 12, 2008

Tom Peeler  
Executive Director  
Mohave Educational Services Cooperative, Inc.  
625 E. Beale Street  
Kingman, AZ 86401

RE: RFP 08B-0328 Best and Final

Dear Mr. Peeler,

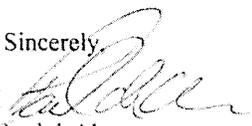
Thank you for the opportunity to submit a Best and Final Offer and to provide the clarifications requested.

**BEST AND FINAL CLARIFICATIONS:**

1. We will not be using supplemental customer agreement.
2. Please see the enclosed revised pricing workbook summary page with the restock fee corrected to 13% in Tab 2 of this document.
3. We will not be using subcontractors.
4. Additional information requested in Special Terms & Conditions 1.33 and 1.37.
  - 1.33 Please see written evidence that FCI Fire Alarm systems meets or exceeds current and applicable NFPA standards in Tab 3 of this document.
  - 1.37 Please see sample cabling topology with cable type and/or manufacture shown in Tab 3 of this document.
5. Please see revised extended warranty pricing in the revised pricing workbook summary in Tab 2 of this document.
6. Due to the fact that a number of our manufactures do not have published MSRP pricing, enclosed in Tab 2 is our revised workbook with firm-fixed pricing. Our understanding of a firm-fixed price contract is that we cannot increase prices until each contract anniversary date unless there is an occurrence of one or more economic conditions that was unpredictable and outside of our control. If price adjustment contingencies occur and not within 30 days of the contract anniversary date, Netsian may submit a request for price adjustment with documentation that substantiates that the increase was clearly unpredictable at the time this proposal was submitted and results from cost increases to Netsian that was out of Netsian's control.
7. Please see William McClendon's updated resume in Tab 4 of this document.
8. Please see our revised sample data pricing forms in Tab 5 of this document.
9. Please see our additional Volume Discounts in Tab 5 of this document as part of our Best and Final Offer.

Again, thank you for the opportunity to provide a Best and Final response. We look forward to continuing our history of providing high value products, systems and services to the MESC member community.

Sincerely,

  
Paul deAlva

# Minard-Ames Insurance Group



East Gateway Center ▲ 4646 E. Van Buren St. Suite 200 ▲ Phoenix, AZ 85008 ▲ 602-273-1625 ▲ FAX 602-273-0212 ▲ [www.minardames.com](http://www.minardames.com)

**RE: Wilson Electric Services Corp.**

To Whom It May Concern:

We submit this letter in recommendation of our valued client, Wilson Electric Services Corp. Minard-Ames Insurance Group has been working with Wilson since its inception and has arranged a surety program for the company with Hartford Fire Insurance Company. The surety is a Treasury Listed, "A+" Best rated surety company.

Hartford has executed bid, performance & payment bonds for Wilson. A bonding program of \$12,000,000 single/ \$50,000,000 aggregate range has been arranged. Bonds issued are always based on a satisfactory review of all contract documents, bond forms, verification of financing and other current relevant underwriting and financial information.

Should you have any questions, please feel free to call our office. Thank you.

Sincerely,

Michael D. Specht  
Vice President



**Award Notification  
Via Email**

Todd Klimas  
Netsian Technologies Group

5/28/08

Congratulations, Netsian Technologies Group's response has been awarded a contract under RFP 08B-0328. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

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

Advise your Mohave customers to make purchase orders out to Netsian Technologies Group. Purchase orders must be faxed (928-718-3232), or emailed ([orders@mesc.org](mailto:orders@mesc.org)) to Mohave for approval.

**Do not perform any work or provide any products until you receive a Mohave approved purchase order.**

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with MESC. It is available on-line at [www.mesc.org](http://www.mesc.org).

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to [tomd@mesc.org](mailto:tomd@mesc.org).

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read "Craig A. McKee". The signature is stylized and written in a cursive-like font.

Craig A. McKee, CPPB  
Director of Contracting Programs

NOTES ON AWARD FOR: Netsian Technologies Group

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Member's can go to [http://www.mesc.org/contract\\_documentation.html](http://www.mesc.org/contract_documentation.html) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Mark DiBlasi-mark@mesc.org.
- Do not provide any goods/services until you receive a Mohave approved purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be available equally.

Order cycle overview:

1. Members forwards purchase orders to Mohave. Vendor is Netsian Technologies Group.
2. Mohave emails Member order to Netsian Technologies Group.
3. Netsian Technologies Group provides product/services.
4. Netsian Technologies Group invoices Member.
5. Member pays Netsian Technologies Group.
6. Netsian Technologies Group sends Usage and Reconciliation Report to Mohave.
7. Netsian Technologies Group remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- Travel, mileage, and M&IE rates charged must not exceed Arizona state rates, as specified in our general terms and conditions.
- All product lines offered have been awarded.
- An annual electronic price update is required, for all product lines awarded. Pricing must be submitted in an electronic format (Excel spreadsheet preferred). For pricing that is based upon a percentage off MSRP prices, updates are allowed when the MSRP price list is updated by the manufacturer. For pricing that is firm-fixed pricing, price decreases are allowed at any time. Fixed prices are firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies as outlined in your proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control. Mohave will review requests

for fixed price adjustments to determine if the new prices or another option is in the members' best interests.

- No construction, or high-voltage electrical work will be allowed under this contract.
- Any equipment rental costs shall be passed through to the member at your cost. Mohave may require receipts.
- Your best and final offer confirmed that you would not be using a customer agreement. Any agreement that the members may have to sign must be reviewed and approved by Mohave, prior to their use under this contract.
- All promotional pricing (discounts, promotional pricing, etc) must be approved by Mohave, prior to being offered to any of our members.
- Leasing has not been offered and cannot be utilized under the awarded contract. However, use of Mohave lease contracts (currently Baystone Financial and Sun Trust Leasing) is encouraged.
- The insurance certificate submitted with your proposal was not current and did not list Mohave as a certificate holder. Submit a current certificate with Mohave listed as a certificate holder by 6/13/08.
- Your monthly reconciliation report is due to us on the 20<sup>th</sup> of each month. Email Reconciliation Reports to [adminreport@mesc.org](mailto:adminreport@mesc.org).

Serving Arizona Since 1971

# Extension of Contract

(Page 1 of 2)

- ▶ 625 E. Beale St., Kingman, AZ 86401
- ▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

Todd Klimas  
 Netsian Technologies Group  
 600 East Gilbert Drive  
 Tempe, AZ 85281

**RE: Contract # 08B-NTG-0528 Extension Agreement made by and between Netsian Technologies Group and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 08B-NTG-0528 for a period of one year (1) year, beginning 5/28/2009. The extension shall be under the same terms and conditions contained therein, except as outlined on page 2 of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, Netsian Technologies Group agrees to provide products or prices as per 08B-0328.

-----  
 We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title VP

Typed/Printed Name TODD KLIMAS Date 24 APR 09

Please check the information below.

POs Att: Order Desk  
 Netsian Technologies Group  
 600 East Gilbert Drive  
 Tempe, AZ 85281

Remit to: Netsian Technologies Group  
 Accounts Receivable  
 600 East Gilbert Drive  
 Tempe, AZ 85281

Member Contact: Paul deAlva Phone Number: 480-505-6871 Fax Number: 480-505-6971  
 Contract Administrator: Todd Klimas

-----  
 We desire to **terminate** contract 08B-NTG-0528 effective 5/28/2009, and agree to complete any authorized work or orders received prior to that date.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Typed/Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 5/28/2009, orders may be held without processing.**

Email or Fax completed page one and two to [contracts@mesc.org](mailto:contracts@mesc.org) or (928) 718-3238  
 Contact Craig McKee, Director of Contracting Programs, at (928) 718-3201, or [craig@mesc.org](mailto:craig@mesc.org), if you have any questions.

# MOHAVE

EDUCATIONAL SERVICES COOPERATIVE, INC.  
www.mesc.org

Serving Arizona Since 1971

- ▶ 625 E. Beale St., Kingman, AZ 86401
- ▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

## Extension of Contract

(Page 2 of 2)

Netsian Technologies Group **08B-NTG-0528**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at [www.mesc.org](http://www.mesc.org).

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718-3201 or email [craig@mesc.org](mailto:craig@mesc.org).

### Pricing Update:

Please check the applicable lines below:

I have attached my pricing update and/or new catalogs.

Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.

I intend to provide pricing as follows. (explain below)

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Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Signature  Title VP

Printed Name TODD KLIMAS Date 24 APR 09

Email is preferred for price updates.  
Please identify any new items you may be proposing.  
Rev 3/6/09 CAM

4/16/2010

# Extension of Contract

(Page 1 of 2)

Serving Arizona Since 1977

- ▶ 6251. Beale St., Kingman, AZ 86401
- ▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

Todd Klimas  
Netsian Technologies Group  
600 East Gilbert Drive  
Tempe, AZ 85281

**RE: Contract # 08B-NTG-0528 Extension Agreement made by and between Netsian Technologies Group and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 08B-NTG-0528 for a period of one year (1) year, beginning 5/28/2010. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Netsian Technologies Group agrees to provide products or prices as per 08B-0328.

-----  
We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title VP

Typed/Printed Name TODD KLIMAS Date 26 APR 10

Please check the information below.

POs Att: Order Desk  
Netsian Technologies Group  
600 East Gilbert Drive  
Tempe, AZ 85281

Remit to: Netsian Technologies Group  
Accounts Receivable  
600 East Gilbert Drive  
Tempe, AZ 85281

Member Contact: Paul deAlva Phone Number: 480-505-6871 Fax Number: 480-505-6971  
Contract Administrator: Todd Klimas

We also ask you to review your contract description on our "Product/Vendor Finder" page at [www.mesc.org](http://www.mesc.org).  
Email any corrections to [contracts@mesc.org](mailto:contracts@mesc.org)

-----  
**If both pages of this notice are not received at Mohave's Kingman office on or before 5/28/2010, orders may be held without processing. Email or Fax completed extension to [contracts@mesc.org](mailto:contracts@mesc.org) or (928) 718-3238**

*To terminate contract 08B-NTG-0528 effective 5/28/2010, send a notice of such to (928) 718-3238 or email [contracts@mesc.org](mailto:contracts@mesc.org). You agree to complete any authorized work or orders received prior to that date.*

# Extension of Contract

(Page 2 of 2)

Netsian Technologies Group 08B-NTG-0528

## Pricing Update:

We list your contract as having predominantly Fixed pricing. Please check the applicable lines below:

- I have attached my pricing update and/or new catalogs.
- Our contract has fixed prices. We agree to hold the current prices until the next anniversary.
- Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.
- We will provide new catalogs by \_\_\_\_\_(insert date)
- I intend to provide pricing \_\_\_\_\_(insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

## Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

\_\_\_\_\_

What products or services in your contract support environmental protection and sustainability?

\_\_\_\_\_

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

\_\_\_\_\_

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

\_\_\_\_\_

What testing or certifications (such as LEED certification) do the products or services in your offer support?

*We have LEED cert. for ~~AMS~~ & program. We use solar & green office space (w/ part of this contract)*

Any other "green" considerations we should make members aware of?

\_\_\_\_\_



5/6/2011

# Extension of Contract

(Page 1 of 2)

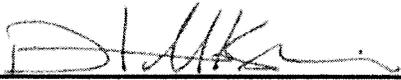
Todd Klimas  
Netsian Technologies Group  
600 East Gilbert Drive  
Tempe, AZ 85281

**RE: Contract # 08B-NTG-0528 Extension Agreement made by and between Netsian Technologies Group and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 08B-NTG-0528 for a period of one (1) year, beginning 5/28/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Netsian Technologies Group agrees to provide products or prices as per 08B-0328.

-----  
We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title VP

Typed/Printed Name Todd Klimas Date 6 MAY 11

Please check the information below.

POs Att: Order Desk  
Netsian Technologies Group  
600 East Gilbert Drive  
Tempe, AZ 85281

Remit to: Netsian Technologies Group  
Accounts Receivable  
600 East Gilbert Drive  
Tempe, AZ 85281

Member Contact: Paul deAlva Phone Number: 480-505-6871 Fax Number: 480-505-6971  
Contract Administrator: Todd Klimas

We also ask you to review your contract description on our "Product/Vendor Finder" page at [www.mesc.org](http://www.mesc.org).  
Email any corrections to [contracts@mesc.org](mailto:contracts@mesc.org)

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# Extension of Contract

Netsian Technologies Group 08B-NTG-0528

## Pricing Update:

We list your contract as having predominantly Fixed pricing. Please check the applicable lines below:

- Our contract has fixed prices. We agree to hold the current prices until the next anniversary.
- Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.
- We will provide new catalogs by \_\_\_\_\_(insert date)
- I intend to provide pricing \_\_\_\_\_(insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

## Green contracting:

*In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:*

Are there environmental protection and sustainability considerations that could be added into your contract?

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What products or services in your contract support environmental protection and sustainability?

---

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

---

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

---

What testing or certifications (such as LEED certification) do the products or services in your offer support?

---

Any other "green" considerations we should make members aware of?

---

**MOHAVE**

ARIZONA GOVERNMENT PURCHASING



Mohave Contract  
08B-NTG-0528

Netsian Technologies Group  
Via Email  
todd.klimas@netsian.net

August 29, 2011

Agreement to amend specifications regarding the testing, servicing and recharging of fire extinguishers, fire suppression systems and leak detection/location systems.

Request for Proposal 08B-0328 was for *Facility Electronic Systems to include Security, Fire, Intercommunication, Video Surveillance, Multimedia Presentation/Distribution, Permanent Sound Systems and Master Clocks*. The Scope of Work and Specifications Section 2.5 (Security, Burglar and Fire – Integrated Systems) included the following specifications:

- 2.5.44 Suppression systems that meet current and applicable NFPA standards shall include, but not be limited to: chemical suppression system, sprinkler systems and carbon dioxide systems.
- 2.5.45 Leak detection and location systems that detect non-conductive and conductive fluids (acids, bases, industrial waste, leachant, ground water), solvents, fuels and oils, are preferred.

Mohave has reviewed the contract language and the intent of the above specifications. As a result, it has been determined that the contract is not sufficient to allow for the installation, testing, servicing and recharging of fire extinguishers and/or fire suppression systems of any kind. It was also determined that the contract is not sufficient to allow for the installation, testing, and servicing of leak detection and location systems of any kind.

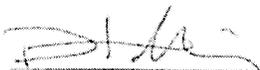
Specifications 2.5.44 and 2.5.45 are considered removed, and will not be revised or replaced.

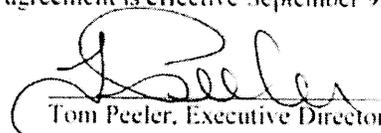
This will not affect the ability for the Contract Vendor to install, test and service any of the other electronic systems for Security, Fire, Intercommunication, Video Surveillance, Multimedia Presentation/Distribution, Permanent Sound Systems and Master Clocks allowed under the contract.

Monitoring and testing the electrical devices and/or connections (i.e. water flow switches, valve tamper switches, micro switches) to suppression systems will be allowed under this contract. This testing may involve opening or closing valves in various suppression systems in order to properly test these electrical devices and/or connections. Any testing of the electrical connections between the fire alarm system and a Member's suppression system to ensure that the fire alarm system is receiving the proper signals is allowed under the contract. Liquid detection sensors that are an integrated part of a security system are also acceptable.

Current projects, blanket orders or agreements to provide services that fall under the Specifications 2.5.44 and 2.5.45 with remaining services may still be completed. New projects, blanket orders or agreements to provide services that fall under the Specifications 2.5.44 and 2.5.45 will not be allowed after the effective date of this amendment.

Signature below indicates agreement to modifications as listed. This agreement is effective September 9, 2011.

  
\_\_\_\_\_ dated 1 SEP 11  
Todd Klimas, CFO  
Netsian Technologies Group

  
\_\_\_\_\_ dated 9/6/11  
Tom Peeler, Executive Director  
Mohave Educational Services Cooperative, Inc.

8/26/11 MWD

11/10/2008

Agreement to amend terms and conditions to include new 2008 Arizona legislation requirements.

Due to new 2008 Arizona legislation requirements, it is necessary to modify the terms and conditions of Mohave Education Services, Inc. contract 08B-NTG-0528. Below is a list of additional terms and conditions.

The following terms and conditions are added:

**Business Operations in Sudan/Iran:** In accordance with A.R.S. 35-397, the Contractor shall not have scrutinized business operations in Sudan and/or Iran.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-391, the Mohave and its members are prohibited purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

**Contractor Employee Work Eligibility:** By entering into the contract, contractor warrants compliance with A.R.S. § 41-5401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and or Mohave members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**Contractor Employee Fingerprinting:** If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

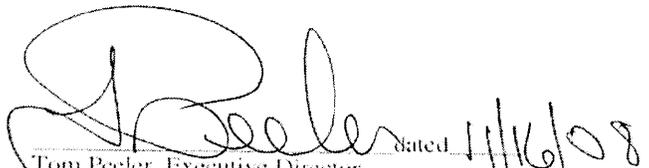
The district shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

This agreement supersedes any previous information or requirements regarding the terms and conditions noted. This agreement is for all affected Mohave Members and is effective upon signature.

Signature below indicates agreement to modifications as listed.

 dated 13 NOV 08  
Todd Klimas  
Netsian Technologies Group

 dated 11/16/08  
Tom Peeler, Executive Director  
Mohave Educational Services Cooperative, Inc.



5/11/2012

## Extension of Contract

(Page 1 of 2)

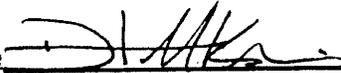
Todd Klimas  
Netsian Technologies Group  
600 East Gilbert Drive  
Tempe, AZ 85281

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-----  
We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title VP of OPERATIONS

Typed/Printed Name TODD KLIMAS Date 05-25-12

Please check the information below.

POs Att: Order Desk  
Netsian Technologies Group  
600 East Gilbert Drive  
Tempe, AZ 85281

Remit to: Netsian Technologies Group  
Accounts Receivable  
600 East Gilbert Drive  
Tempe, AZ 85281

Member Contact: Todd Klimas Phone Number: 480-505-6624 Fax Number: 480-505-6732  
Contract Administrator: Todd Klimas

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# Extension of Contract

Netsian Technologies Group 08B-NTG-0528

## Pricing Update:

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\_\_\_\_\_ Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

\_\_\_\_\_ We will provide new catalogs by \_\_\_\_\_ (insert date)

I intend to provide pricing 07-09-12 as workbook (insert date)

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What testing or certifications (such as LEED certification) do the products or services in your offer support?

\_\_\_\_\_

Any other "green" considerations we should make members aware of?

\_\_\_\_\_

EXHIBIT B  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WILSON ELECTRIC SERVICES CORP.,  
d/b/a NETSIAN TECHNOLOGIES GROUP

[Scope of Work and Fee Proposal]

See following pages.



## SCOPE OF WORK

Netsian Technologies Group will provide and install complete and functioning camera surveillance systems at three locations. One system will encompass the Community Center and City Hall. This new system will consist of a new network video server with 4TB hard drive which will provide approximately 30 days of storage, Monitor, keyboard & mouse, eight (8) new interior IP dome cameras, two (2) 8 port/4 PoE network switches, three (3) new Analog Outdoor Day/Night cameras in environmental housings will replace three existing cameras that are not working, one (1) 16 channel video encoder and 12 IP camera licenses. The sixteen (16) analog cameras will be converted to digital via encoder and sent to video server over client's fiber network for storage. \*\*Customer to provide network link between buildings.

One system will be installed at Park #1. This new system will consist of a new network video server with 2TB hard drive which will provide approximately 30 days of storage, Monitor, keyboard & mouse, (2) new Environmental IP cameras ,one (1) 8 port/4 PoE network switch, misc labor and material.

One system will be installed at Park #2. This new system will consist of a new network video server with 2TB hard drive which will provide approximately 30 days of storage, Monitor, keyboard & mouse, one (1) 8 port/4 PoE network switch, misc labor and material. (6) Existing IP cameras will be integrated into the new Exacq Vision Software.

PROPOSAL QUALIFICATIONS	INCLUDED	EXCLUDED
Product Spec Sheets	X	
Engineered Drawings		X
Manufacturers Operation Manuals	X	
Provision of Electrical Back Boxes		X
Provision of 120V AC Raceway and Outlets		X
Installation of Conduit, Boxes and Fittings		X
Provision of Wire and Cable	X	
Installation of Wire and Cable	X	
Termination of Head end Control Equipment	X	
Installation of System Devices	X	
Owner Training on Installed Systems	X	
One Year Warranty	X	
Permit Fees		X
Applicable Taxes	X	
Performance Bond		X
Payment Bond		X