



# 20E-DEER-0825 Table of Contents

## Deere & Company

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Via Email  
GovContractSupport@JohnDeere.com  
RomanAndrewR@JohnDeere.com

**REQUEST FOR BEST AND FINAL OFFERS**  
**REQUEST FOR PROPOSAL RFP 20E-0521**

**UTILITY VEHICLES, TRACTORS, GOLF CARTS, GROUNDS MAINTENANCE VEHICLES,  
EQUIPMENT AND SERVICES**

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal RFP 20E-0521, Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services.

**BEST AND FINAL OFFER DUE DATE:** Friday, July 17, 2020, at 3:00 p.m. (local time)

**Electronic Submission:** contracts@mesc.org

Best and Final Offers ***must be submitted electronically to*** Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 20E-0521, and **Offeror's Name clearly indicated in the email subject line.**

**Best and Final Offers must be received by the due date and time, or shall be considered as a late response.** Offerors are advised that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. ***Email your best and final offer, and any supporting attachments to: contracts@mesc.org.***

**CONTACT PERSON:** Maria Brissette, CPPB, Contract Specialist I

PHONE: (928) 718-3237

A handwritten signature in black ink that reads 'Anita S. McLemore'.

Anita S. McLemore, C.P.M.  
Executive Director

**DATE:** July 10, 2020

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

**Name:** Andrew Roman, Contract Administrator

**Firm:** Deere & Company

**Address:** 2000 John Deere Run

**City:** Cary

**State:** NC

**Zip:** 27513

**Phone:** 800-358-5010 – Option 2285

**Signature:** A handwritten signature in black ink that reads 'Andrew Roman'.

**Date:** July 16, 2020

**Title:** Contract Administrator

**Request for Proposal RFP 20E-0521, Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services  
Deere & Company**

**REQUEST FOR BEST AND FINAL OFFERS**

*NOTE: Mohave has completed its initial review of your response to RFP 20E-0521, and is requesting the following information to better understand your offer. Carefully review and answer the questions that follow. Provide only the information requested. **Do not provide another complete copy of your initial response.** Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your immediate previous offer will be construed as your best and final offer.*

**NOTE: YOUR ANSWERS TO QUESTIONS 1 AND 4 MAY REQUIRE REVISIONS AND/OR CLARIFICATIONS TO YOUR PRICING WORKBOOK. PROVIDE A REVISED COPY OF YOUR PRICING WORKBOOK VIA EMAIL WITH YOUR BEST AND FINAL OFFER. ENSURE THAT YOUR PRICING WORKBOOK IS NOT PASSWORD PROTECTED.**

**BEST AND FINAL OFFER SUBMITTAL**

1. In your firm's response to Tab 2a, Method of Approach Question 1d, your firm provided information regarding distance learning classes on the equipment you sell. Your firm stated that classes are offered by John Deere dealers who provide local training. Additionally, your firm check "Comply" to Specification 1.1.10 regarding hands-on training for any equipment or vehicle. However, in Section Four of your pricing workbook, hourly training price(s) were not provided. Your firm stated your labor rate was "Available from the John Deere dealer at prices determined by the dealer." **Can your firm provide training rates for the individual dealers? If yes, provide them in a revised pricing workbook.**

**Deere & Company does not establish training rates for the individual dealer. John Deere dealers are independent business owners and will establish their own training rates. At delivery, dealers will provide Safety, Operational and Basic Maintenance instructions to members at no cost.**

2. In Tab 2b, Qualifications and Experience Question 1, your firm provided information regarding credit and finance services. Leasing services is not requested under RFP 20E-0521. **State your understanding that leasing would not be allowed under an awarded contract.**

**Deere & Company will not offer Leasing Services to the Mohave members under an awarded contract.**

3. In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation in revised Title 7, Article 10, School District Procurement rules that went into effect July 1, 2020, the following terms and conditions have been either revised or added. **Review each term and condition and initial to provide that you reviewed term and condition, and that your firm shall take no exceptions. Failing to initial or accept the modified or added terms and conditions shall render your best and final offer and proposal as "non-responsive."**

**The following terms and conditions of RFP 20E-0521 have been modified as follows:**

- a. **General Term and Condition, 3.3 Cancellation for conflict of interest**, has been amended as follows:

**Original term and condition:** Mohave may cancel this contract pursuant to ARS §38-511 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 (contract modification) 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. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

**Amended term and condition:** *In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of 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 party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.*

**Request for Proposal RFP 20E-0521, Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance  
Vehicles, Equipment and Services  
Deere & Company**

AR (initial)

- b. **General Term and Condition 3.9 Gratuities**, has been amended as follows:

~~**Original term and condition:** Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.~~

**Amended term and condition:** *If it appears that any person has not complied with A.R.S. § 15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part, if Mohave determines that any person or contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.*

AR (initial)

- c. **General Term and Condition 3.10 Contract vendor offerings**, has been added as follows:

*Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.*

AR (initial)

- d. **General Term and Condition, 5. Certification**, second bullet point, has been amended by the additional language [*emphasis in bold and underlined*] as follows:

*The submission of the offer did not involve collusion or other anticompetitive practices **and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred.** Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.*

AR (initial)

4. Considering a number of proposals for this contract. Pricing is very competitive.
- Please review your prices to determine if any additional discounts are available.
  - If yes, provide a new comprehensive price schedule.
  - If no, indicate "No Additional Discounts."

**No Additional Discounts**

**If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer.**

# **TAB 1**

Offer and Acceptance

Terms and Conditions

Scope of Work and Specifications  
Documents

Anti-Lobbying Certificate

USDA Form AD-1048

**Confidential/Proprietary Submittal Form**  
**(Place after Tab 1a)**

**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittals (mark one):

  X   No confidential/proprietary materials have been included with this offer.

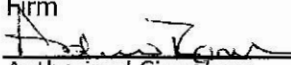
       Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer deemed confidential or proprietary (see General Terms and Conditions 6. Confidential Information.

*Note that any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.*

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure. Requests to deem the entire offer or pricing as confidential shall not be considered.

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Deere & Company

Firm \_\_\_\_\_  
  
Authorized Signature \_\_\_\_\_

**NO ADDENDUMS**

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## General Terms and Conditions (Place after Tab 1c)

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Some General Terms and Conditions specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select General Terms and Conditions.

### **1. ADVERTISING**

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

### **2. AVAILABILITY OF FUNDS**

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

### **3. CANCELLATION**

**3.1. Cancellation Process:** The following requirements shall apply to all cancellation notices issued under an awarded contract:

- A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

**3.2. Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

**3.3. Cancellation for conflict of interest:** Mohave may cancel this contract pursuant to ARS §38-511 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 (contract modification) 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. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

**3.4. 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.

Note: See Best and Final Offer For Further Details

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## General Terms and Conditions (Place after Tab 1c)

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**3.5. Cancellation for non-performance or contract vendor deficiency:** Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- 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 contract vendor will not or cannot perform the requirements of the contract;
- Performing work or providing products, materials, processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

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

**3.6. Cancellation for replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

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

**3.8. Continuation of performance:** Contract vendor 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.

**3.9. Gratuities:** Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

#### **4. 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.

Note: See Best and Final Offer For Further Details

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## General Terms and Conditions (Place after Tab 1c)

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### 5. **CERTIFICATION**

By signing the *Offer and Acceptance Form* (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has 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 Title 32, Chapter 10 (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; and ARS Title 41, Chapter 9, Article 4).
- 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 contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave 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 staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.
- If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA) and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPPA.

### 6. **CONFIDENTIAL INFORMATION**

**6.1. Confidential information request:** If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, 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 notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire offer as confidential will not be considered.

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

Note: See Best and Final Offer For Further Details

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## General Terms and Conditions (Place after Tab 1c)

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**6.3. 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 of contract(s), with the exception of information deemed confidential by Mohave.

### **7. CONFIRMATION/DISCUSSIONS**

**7.1. Confirmation:** If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

**7.2. Discussions:** For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave, based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

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.

### **8. CONTRACT MANAGEMENT**

**8.1. Applicable law:** The 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.

**8.2. 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.

**8.3. 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.

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

**8.5. Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

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## General Terms and Conditions

### (Place after Tab 1c)

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**8.6. Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

**8.7. Modification of contract:** An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

**8.8. Novation:** If contract vendor 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 contract vendor.

**8.9. Order cycle overview:**

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for filling out the purchase order, or Pcard process, will be contained in that sample reconciliation report.

**For Procurements made with purchase orders:**

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

**For Procurements made with Pcards:**

1. Member purchases directly from contract vendor using a Pcard and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard).
5. Member pays contract vendor (if not previously paid with Pcard).
6. Contract vendor sends monthly Reconciliation Report and copy of detailed Pcard transaction, invoice or quotation to Mohave.
7. Contract vendor remits administration fee monthly, based on Pcard purchases paid.
8. Mohave audits selected Pcard purchases.

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

**8.11. Relationship of the parties:** Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

**8.12. 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.

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## General Terms and Conditions (Place after Tab 1c)

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

**8.14. Title:** Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

### **9. COOPERATIVE PURCHASING**

**9.1. 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 members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

**9.2. Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

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

**9.4. Eligible agencies:** Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. 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 Section 115 of the Internal Revenue Code. Mohave has approximately 450 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 shall be at the sole discretion of Mohave's members.

### **10. ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 8) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

### **11. EVALUATION and AWARD**

**11.1. Basis of award:** 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/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

**11.2. Best and final offers (Revisions to Proposals):** Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

**11.3. 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.

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## General Terms and Conditions (Place after Tab 1c)

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**11.4. Exceptions/deviations to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

**11.5. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendment(s) 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.

**11.6. Effect of price:** No contract shall be awarded solely on the basis of price.

**11.7. Market Basket:** If offeror is providing an alternative product in the required Market Basket, offeror must provide specifications for those products. *White papers are not specifications and are not acceptable.*

**11.8. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact 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 multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

**11.9. 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.

**11.10. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor'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.

**11.11. Price workbook:** All offerors must complete the 20E Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services titled "**20E utility grounds equipment and vehicles WB.xlsx**". Failure to complete and submit the 20E Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services shall render your proposal nonresponsive. The original, unlocked Excel formatted pricing workbook shall be uploaded to ProcureNow. In addition, your pricing workbook, your pricing schedules and any additional requested pricing shall be submitted after Tab 3a in a searchable PDF format with your bid. If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

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

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**11.13. Reasonably susceptible of being awarded:** A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

**11.14. Responsible offeror:** A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

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

**11.16. 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. Additionally, Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

Any offeror scoring zero (0) in any required area may be considered nonresponsive.

## **12. FEDERAL and STATE REQUIREMENTS**

**12.1. Affordable Care Act requirements:** Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

**12.2. Audit rights:** In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

**12.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations:** Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

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**12.4. Compliance with federal and state requirements:** Contract vendor 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, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor 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, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor 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, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips ([www.hud.gov](http://www.hud.gov)).

**12.5. Compliance with workforce requirements:** Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: <https://e-verify.gov/employers/enrolling-in-e-verify>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**12.6. Contract vendor employee work eligibility:** By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor 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 contract vendor 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 contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

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- 12.7. Davis-Bacon wage decisions:** For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via [www.wdol.gov](http://www.wdol.gov) or by requesting a copy from the member.
- 12.8. Energy Policy and Conservation Act:** Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.
- 12.9. Non-compliance:** All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. 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.
- 12.10. 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.
- 12.11. Procurement of recovered material:** Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.
- 12.12. Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.
- 12.13. Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- 12.14. Terrorism country divestments:** In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.
- 12.15. Compliance to USDA solicitation requirements:**
- Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.
  - Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

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- Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
- Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Offeror shall comply with the provisions of the Consumer Product Safety Act.
- Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).
- If applicable, allowable costs will be paid from the nonprofit school food service account to the offeror net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR 210.21(d) and 220.16(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.

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**13. 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 (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; 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.

**14. INDEMNIFICATION**

**14.1. General indemnification:** To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

**14.2. Modification by member:** Contract vendor 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 contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

**14.3. Patent and copyright indemnification:** To the extent permitted by law, contract vendor 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 contract vendor of any claim for which it may be liable under this paragraph.

**15. LICENSES**

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current 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 contract vendor whose license(s) expire, lapse, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

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**16. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**16.1. Late offers:** Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

**16.2. Withdrawal of proposal:** An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

**17. 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. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**18. ORDERING CYCLE**

**18.1. Acceptance of orders:** This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed 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. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

**18.2. Audit of contract activity:** Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

**18.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, 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.

**18.4. Open order and status reports:** Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

**18.5. 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, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

**18.6. 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.

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

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**19. PAYMENT**

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

**19.2. Contract vendor invoice:** All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract 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. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

**19.3. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.

**19.4. Correct invoicing:** Contract products or services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, 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, contract vendor may invoice at the current contract price.

**19.5. Credit hold:** Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

**19.6. Payment time:** Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

**19.7. Prepayment:** In accordance with the Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

**19.8. Progress payments:** Members may make progress payments under the following conditions: 1) Member and contract vendor 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 are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

**19.9. Quick pay discounts:** Quick pay discounts may be offered 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 and before they are offered to members.

**19.10. Reporting and payment of administration fees to Mohave:** The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

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**Purchases made with purchase orders:** Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

**Purchases made with Pcards:** The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<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 contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:  
625 E. Beale St.  
Kingman, AZ 86401

### **20. PREPARATION OF PROPOSAL and PROPOSAL FORMAT**

**20.1. Modification of proposal:** An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

**20.2. 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 that 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.

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

**20.4. 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.

**20.5. 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.

### **21. PRODUCT LINES**

**21.1. 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.

**21.2. Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor 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.

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**21.3. New products/services:** New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor 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 and/or services 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.

**21.4. 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.

**21.5. 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.

### **22. 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.

### **23. PROSPECTIVE BIDDERS REGISTRATION**

Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective 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 Prospective Bidders Registration.

### **24. PROTESTS**

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<https://azsos.gov/rules/arizona-administrative-code>). *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Due to the "Stay at Home" order, reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Request for Proposal. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's 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;
- The form of relief requested.

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Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

### **25. RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they 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 breach of the contract.

### **26. SAFETY STANDARDS**

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

### **27. SHIPPING**

**27.1. 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 solicitation.

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

**27.3. Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

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

### **28. 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. **Letter shall be placed after Tab 1a.**

### **29. TAXES**

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

**29.2. Payment of taxes:** Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all quotes and invoices.

**29.3. Property taxes:** Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

**29.4. Reservation or tribal tax:** If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

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**General Terms and Conditions**  
**(Place after Tab 1c)**

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**29.5. Transaction Privilege Tax (Sales Tax):** Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

**30. TIME (DEFINITION OF)**

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

**General Terms and Conditions Acceptance Form**  
**(Place after Tab 1c)**

*Signature on Page 2 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

**We take no exceptions/deviations to the general terms and conditions.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

**We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

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## Special Terms and Conditions (Place after Tab 1d)

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Some Special Terms and Conditions specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information (indicated in bold text) as indicated in select Special Terms and Conditions.

### **1. CONSTRUCTION**

Contract vendor shall not perform any construction under this contract. 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 facilities, structures, buildings or real property.*
- *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

### **2. DELIVERY**

**2.1. Default in one installment to constitute total breach:** Contract vendor 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 contract vendor delivers nonconforming materials to any member under this contract.

**2.2. Defective goods:** Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

**2.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

**2.4. Improper delivery:** 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.

**2.5. Liens:** All materials shall be free of liens.

**2.6. 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%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified on the price workbook.

**2.7. Serial numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

### **3. FORM OF CONTRACT**

**3.1. Contract vendor documents:** If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

**3.2. 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 reviewed purchase orders referencing the requirements of the Request for Proposals.

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

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**Special Terms and Conditions**  
**(Place after Tab 1d)**

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**4. INSTALLATION**

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

**5. INSURANCE**

**5.1. Certificate:** Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverage's as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

**Certificate (or certificates if using multiple carriers) shall include, at a minimum, coverage for:**

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Any costs for adding a member as an additionally insured entity shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity shall be provided at no additional cost.

**Provide evidence of current insurance coverage after Tab 2c.**

**5.2. Deductibles:** Contract vendor shall pay the deductibles required by the insurance provided under this contract.

**5.3. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000.

**5.4. Scope of Insurance:** Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

**5.5. 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 workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

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

**6. MAINTENANCE FACILITIES AND SUPPORT**

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, offeror shall include details of any such arrangement in the proposal.

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**Special Terms and Conditions**  
**(Place after Tab 1d)**

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**7. MANUFACTURER SUPPORT**

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, and that offeror is authorized to submit an offer on such equipment.

**8. MEMBER AGREEMENTS**

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

**9. OFFEROR QUALIFICATIONS**

It is preferred that the offeror has extensive knowledge and at least three (3) years' experience with the sales, maintenance and provision of the equipment and services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the proposal and/or its own investigation of the company.

**10. PRICING**

**10.1. Administration fee:** Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

**10.2. Application of pricing:** In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

**10.3. Basis for pricing:** Contract pricing under this RFP shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic price adjustment.
  - Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the offeror.
  - Any contingencies for economic price adjustments shall be identified in the proposal.
  - Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor;
- Is either published or otherwise available for inspection by customers; and/or
- States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

**10.4. Initial catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.

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## Special Terms and Conditions (Place after Tab 1d)

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- 10.5. Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the proposal. If allowed contingencies for price adjustment occur, contract vendor shall 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 submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).
- 10.6. 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.
- 10.7. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 10.8. Discounts:** Submitted pricing shall clearly identify the percent of discount to apply to the price list. 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.
- 10.9. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.
- 10.10. Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.
- 10.11. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. 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. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.
- 10.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.
- Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

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**Special Terms and Conditions**  
**(Place after Tab 1d)**

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**10.13. Travel/drive rates or mobilization:** Contract vendor may charge for travel/drive rates or mobilization under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

- Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.
- Mobilization charges are for the movement of equipment to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

**11. SAMPLES**

**11.1. 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.

**11.2. 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.

**11.3. Sample submittals:** Samples shall be free of charge and submitted and removed by offeror at offeror's expense. 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 shall be considered abandoned, and Mohave shall have the right to dispose of them.

**12. SITE REQUIREMENTS**

**12.1. Cleanup:** Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

**12.2. Contract vendor employee fingerprinting:** Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "*as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.*"

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

**12.3. Onsite contract vendor responsibilities:** The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

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## Special Terms and Conditions (Place after Tab 1d)

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For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

**12.4. Preparation:** Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**12.5. Registered sex offender restrictions:** For work to be performed at an Arizona school, contract vendor 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. Contract vendor 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.

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

**12.7. Smoking:** Persons working under the contract shall adhere to current local smoking policies.

**12.8. Stored materials:** Upon prior written agreement between the contract vendor 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 shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor 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 shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

### **13. SUBCONTRACTORS**

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

**13.2. Entering subcontracts:** Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

**13.3. Prime contractor:** Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

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

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## Special Terms and Conditions (Place after Tab 1d)

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**13.5. Subcontractor payment:** Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**13.6. Use of subcontractors:** Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

### **14. TERM OF CONTRACT AND EXTENSION**

**14.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.

**14.2. Contract extension (contract modification):** Conditions for contract extension (contract modification) may 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 the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).

**14.3. Month-to-month extensions (contract modification):** Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

### **15. TRADE-IN EQUIPMENT**

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor 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.

### **16. WARRANTY/QUALITY GUARANTEE**

**16.1. Extended warranties contracts:** The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The extended warranty contract shall be offered as a separate line item.

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

**16.3. Inspection:** The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

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**Special Terms and Conditions**  
**(Place after Tab 1d)**

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**16.4. Quality:** Unless otherwise specified, contract vendor warrants that for a period of one (1) year after acceptance of the equipment or materials by member, they shall be:

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

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

**16.6. Warranty work:** The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

**Special Terms and Conditions Acceptance Form**  
**(Place after Tab 1d)**

*Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Special Terms and Conditions:**

**We take no exceptions/deviations to the Special Terms and Conditions.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

**We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

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## Scope of Work (Place after Tab 1e)

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### 1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services, as specified within this Request for Proposal. These products/services are requested for Mohave's statewide membership of approximately 470 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at [www.mesc.org](http://www.mesc.org). Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work and 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 such as American Honda, Allied Toyota Lift, Billy Goat Industries, Bobcat, Club Car, Echo/Shindaiwa Power Products, Foley United, Husqvarna, John Deere, Rahn Groomers, Stihl, Toro, and/or equal quality products. The specifications are not intended to be exclusive or to restrict competition. 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.

Four contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from August 24, 2015 including year to date activity (as of the publication date of this RFP) is \$8,149,431. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

#### **Restrictions of RFP 20E-0521 Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services:**

- Equipment that is certified and/or classified earth moving, material handling, road maintenance, and construction equipment having a published manufacturer's minimum unit list price of fifty thousand dollars (\$50,000), or more is not allowed.
- Leasing or credit services are not requested.
- Sales of bulk chemical and lubricants in pail and drum containers are not allowed under an awarded contract. These items are currently being offered by other Mohave contracts.

**Scope of Work  
(Place after Tab 1e)**

**2. ESTIMATED TIMELINE OF EVENTS**

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

<b><u>EVENT</u></b>	<b><u>ESTIMATED DATE</u></b>
Request for Proposal Issued	April 23, 2020
Pre-proposal Conference Held	Tuesday, May 5, 2020 at 10:30 a.m. (local AZ time)  Pre-proposal conference will be held using telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Thursday, May 14, 2020 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	Thursday, May 21, 2020 at 3:00 p.m. (local AZ time)
Public Opening of Proposal	Thursday, May 21, 2020 at 3:00 p.m. (local AZ time)
Notice of Intent to Award ( <i>estimated date only</i> )	July 25, 2020  NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) ( <i>estimated date only</i> )	August 25, 2020

**3. SUBMISSION OF PROPOSALS**

**3.1.** Proposals should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

**3.2.** The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form*.

**3.3.** A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

**4. CONTRACT TYPE**

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

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**Scope of Work  
(Place after Tab 1e)**

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**5. AWARD CRITERIA**

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

**Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.**

**Responsive and responsible offeror(s) shall provide the following requirements:**

- 1) Pricing Information:** Excel pricing workbook uploaded to ProcureNow. Completed pricing workbook, price schedules, additional requested price information, (in searchable PDF format), used, reconditioned, refurbished equipment and vehicle pricing methodology, Tab 3b pricing methodology description, volume discount information, quick pay discount information, Pcard acceptance information, mobilization, and travel description;
- 2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** *Offer and Acceptance Form, Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, Scope of Work, Specifications with exceptions/deviations noted, *Scope of Work and Specifications Acceptance Form, Anti-Lobbying Certificate Form*, and *U.S. Department of Agriculture Form AD-1048*;
- 3) Primary Vendor Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;
- 4) Supporting Contract Documents:** Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty or maintenance service plan information;
- 5) Additional Information:** *Instructions to Offeror and Checklist Form*, descriptive literature, slicks and any supporting documentation, overall evaluation orderliness, readability of offer and evidence that the firm has the ability to follow instructions, and any additional information.

**References used for terms and conditions:** (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code (**A.C.C.**): <https://azsos.gov/rules/arizona-administrative-code>

Arizona Executive Orders: <https://azgovernor.gov/executive-orders>

Arizona Revised Statutes (**ARS**): <https://www.azleg.gov/arstitle/>

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II (**SAAM**):  
<https://gao.az.gov/travel/welcome-gao-travel>

Code of Federal Regulations (**CFR**): [www.ecfr.gov](http://www.ecfr.gov)

Education Department General Administrative Regulations (**EDGAR**):  
<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

E-Verify: <https://www.e-verify.gov/employers/enrolling-in-e-verify>

Davis-Bacon: <https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>

Public Law: [www.congress.gov/public-laws/116th-congress](http://www.congress.gov/public-laws/116th-congress)

Uniform Commercial Code as adopted by the State of Arizona (**UCC**):  
<https://www.azleg.gov/arsDetail/?title=47>

United States Department of Housing and Urban Development (**HUD**): [www.hud.gov](http://www.hud.gov)

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**Scope of Work  
(Place after Tab 1e)**

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**Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):**

American National Standards Institute (**ANSI**): [www.ansi.org](http://www.ansi.org)

American Society of Agricultural and Biological Engineers (**ASABE**): [www.asabe.org](http://www.asabe.org)

National Highway Traffic Safety Administration (**NHTSA**): [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov)

Occupational Safety and Health Administration (**OSHA**): [www.osha.gov](http://www.osha.gov)

Outdoor Power Equipment Institute (**OPEI**): [www.opei.org](http://www.opei.org)

United States Environmental Protection Agency (**EPA**): [www.epa.gov](http://www.epa.gov)

**Specifications**  
**(Place after Tab 1e)**

**SPECIFICATIONS**

**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 notify Mohave prior to specified proposal due date and time.

**Partial proposals:** Mohave will consider partial proposals for award of a contract.

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave’s decision shall be final.

**Compliance with specifications:** Offerors shall offer products, materials, processes, or services they believe come closest to meeting specifications. The fact that a manufacturer, supplier or offeror chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

**Deviations from specifications:** Offerors will respond to each numbered specification by checking the appropriate “Comply” or “Deviate” box. “No Bid” items shall be marked as such in the appropriate “Deviate” box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave’s decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Requirement	Comply	Deviate*
<b>1.1 General Requirements – Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment and Services</b>		
1.1.01 Earth moving, material handling, road maintenance, and construction equipment, (e.g. track-type tractor, motor grader, excavator, landfill compactor, wheel tractor scraper, off-highway truck, wheel loaders or track loaders) having a published manufacturer’s minimum unit list price of fifty thousand dollars (\$50,000), or more <b>is not requested and shall not be allowed</b> under an awarded contract. Equipment that is not certified or classified as earth moving, material handling, road maintenance, and construction equipment will be allowed to exceed the published manufacturer’s minimum unit list price of fifty thousand dollars (\$50,000), or more under an awarded contract.	<b>X</b>	
1.1.02 All small engine, utility vehicle, and outdoor power equipment shall meet current applicable OPEI standards.	<b>X</b>	
1.1.03 The contract vendor shall provide detailed warranty information for all vehicles and powered equipment offered on contract. Warranty information may be provided to the member in electronic format (online, CD, etc.) <b>(Place after Tab 4d.)</b>	<b>X</b>	
1.1.04 All riding equipment shall comply with current applicable ASABE, and OSHA standards for rollover protection. These vehicles shall comply with current applicable ANSI standards, as related to operation on slopes. Provide documentation that certifies rollover compliance for riding equipment, if offering these types of vehicles. <b>(Place after Tab 2 b.)</b>	<b>X</b>	

**Specifications  
(Place after Tab 1e)**

1.1.05 Low-speed vehicles shall meet the current applicable NHTSA standards.	<b>X</b>	
1.1.06 Riding mowers/equipment, walk behind mowers, skid steers and utility vehicles shall meet appropriate ANSI standards.	<b>X</b>	
1.1.07 Fossil fuel powered equipment shall comply with current applicable EPA emissions standards.	<b>X</b>	
1.1.08 Contract vendor shall provide members with manufacturer's operation and parts manuals. These manuals may be provided in paper, electronic, or online formats.	<b>X</b>	
1.1.09 Contract vendor may provide safety videos. If there is an additional cost for safety videos, pricing shall be provided in the pricing workbook " <b>20E utility grounds equipment and vehicles WB.xlsx.</b> " (Place after Tab 3a.)	<b>X</b>	
1.1.10 If requested by the member, the contract vendor may provide hands-on training for any equipment or vehicle. Provide training pricing, if applicable, in the pricing workbook " <b>20E utility grounds equipment and vehicles WB.xlsx.</b> " (Place after Tab 3a.)	<b>X</b>	
1.1.11 In addition to the gasoline and diesel engines, electric, biodiesel, hybrid, fuel cells, compressed natural gas, and propane engines may be offered.	<b>X</b>	
1.1.12 Rechargeable electric unit accessories including additional batteries and/or battery recharging stations are requested.		<b>NO BID</b>
1.1.13 Used, reconditioned, refurbished equipment and vehicles may be offered. Contract vendor shall provide information if warranties are included prior to quoting to the member.		<b>NO BID</b>
1.1.14 Rental equipment may be offered under an awarded contract. If provided, add rental pricing to a separate worksheet in the pricing workbook " <b>20E utility grounds equipment and vehicles WB.xlsx.</b> " (Place after Tab 3a.)		<b>NO BID</b>
<b>1.2 Sub-Compact Utility, Compact Utility, Utility Tractors and Skid Steers</b>		
1.2.01 Sub-compact utility, compact utility, and utility tractors shall allow various uses including, but not limited to: mowing, rotary cutting, flailing, blading, tilling, backhoeing, post-hole digging, loading, and snow removal.	<b>X</b>	
1.2.02 Sub-compact utility, compact utility, utility tractors and skid steers shall include, but not be limited to the following basic and/or optional features: tip-over protective structures; single foot pedal that operates speed and direction control; high-backed seat; seat-activated safety switch to lock controls in neutral when seat is unoccupied; adjustable steering; adjustable seat configurations; cruise control; enclosed engine and muffler system; and engines and transmissions in sizes and configurations depending on the intended use of the tractor and skid steer.		<b>X</b>
1.2.03 Implements for utility, sub-compact, and compact utility tractors shall include, but not be limited to: quick-change attachments for one-man operation; grooming mowers; hitch mowers; light and heavy-duty rotary cutters; flail and sickle bar mowers; posthole diggers; backhoes; front loaders; tillers, hydraulic dump material collection system; snow blowers and snow throwers; rotary brooms; leaf mulchers; and vacuum baggers.		<b>X</b>
1.2.04 Skid steer attachments shall include, but not be limited to: backhoes, post-hole diggers, loaders, lift fork attachments, and blades.		<b>NO BID</b>

**Specifications  
(Place after Tab 1e)**

<b>1.3 Trim Mowers</b>		
1.3.01	Air and liquid cooled four-cycle diesel or gas engine riding trim mowers shall be available in front or rear-engine configurations. Engines shall be available in a variety of sizes and power, ranging from 10 HP up to 80 HP.	<b>X</b>
1.3.02	Trim mowers shall be available in either manual or hydrostatic transmissions.	<b>X</b>
1.3.03	Mowing decks shall be available in a variety of sizes, including but not limited to: 32", 38", 44", or larger.	<b>X</b>
1.3.04	Trim mower accessories shall include, but not be limited to the following: cruise control; spark arrestor muffler; canopy cover; snow thrower; leaf mulcher; headlight kit; cab; heater and defroster; cushion seats; plows; debris blower; aero-seeder; wide tires; tire chains; grass collection system; rotary broom (various sizes); dozer blades (various sizes), and fertilizer spreader.	<b>X</b>
<b>1.4 Lawn Mowers</b>		
1.4.01	Small, self-propelled front mowers shall allow attachments including, but not limited to: material collection, snow blowing and snow throwing, leaf cracking, thatching, flailing, and mulching. Surround, triplex greens, and wide area rotary mowers may be offered.	<b>X</b>
1.4.02	Grass aeration equipment shall include, but not be limited to: high velocity water injection equipment, coring aerators, and tractor-pulled tow-behind deep coring aerators.	<b>X</b>
1.4.03	Mowers shall be available in an electric or gasoline configuration. Electric mowers shall be available in a corded or cordless (rechargeable) configuration.	<b>X</b>
1.4.04	Lawn mowers shall provide grooming features suitable for a golf course with a height of cut between 1/8" and 3/4." Large reel cutters shall also be equipped for speeds up to 7 mph. Towed cutting units may also be offered.	<b>X</b>
<b>1.5 Work Utility Vehicles</b>		
1.5.01	Heavy duty off roadwork utility vehicles shall be 2 and/or 4-wheel drive and shall be available with a diesel or gasoline fueled engine.	<b>X</b>
1.5.02	Work utility vehicles may have one or two-person front seating, and one or two passenger rear seating. Work utility vehicles shall include manual or automatic transmissions, power steering, drum or rotary brakes, and have a high speed of at least 15 mph.	<b>X</b>
1.5.03	Work utility vehicle options shall include, but not be limited to: spray systems (foam markers, electric hose reels, boomless nozzles, hand guns, manual or electronic sprayer monitors, sonar units); pressure washer equipment; ground spreaders; top dressers and various adapters; flatbed (full size, 2/3, or 1/3); platform lifts (vehicle shall not move with lift raised); lifting forks; power generators and air compressor motors; fully enclosed cabs with heaters; cargo boxes; arboriculture and horticulture maintenance equipment to trim and maintain trees; sports field grooming equipment; safety glass; windshield defrosters; and reverse alarms.	<b>X</b>
1.5.04	Work utility vehicle accessories shall include, but not be limited to: lighting kits (signal or work lights); fender kits; seat belt kits; engine covers; towing kits; repair parts; and spark arrestors.	<b>X</b>

**Specifications**  
**(Place after Tab 1e)**

<b>1.6 Miscellaneous Equipment and Transportation Carts</b>		
1.6.01	High-performance off-road commercial and industrial carryall shall come in various configurations, including but not be limited to: pickups, flatbeds, transporters, and people moving. Carryall utility vehicles shall be suitable for use in public areas, and on school recreational fields. These units shall be powered by gasoline or electricity and shall carry up to 1,500 pounds.	<b>NO BID</b>
1.6.02	A variety of industry-standard skid steer loaders with operating loads of not less than 600 pounds and up to 1,500 pounds may be offered. Attachments shall include, but not be limited to: utility buckets, utility forks, dirt and foundry buckets, manure and fertilizer buckets, pallet forks, and utility grapples.	<b>NO BID</b>
1.6.03	Compact excavators shall be equipped with a 360° house swing, side boom for digging along walls and fences, and optional enclosed cabin.	<b>NO BID</b>
1.6.04	Four-wheel rear drive material transports shall come equipped with a cargo box able to transport up to 600 pounds on level terrain and tow up to 1,000 pounds on level terrain.	<b>X</b>
1.6.05	A variety of gasoline and electric golf, turf and hospitality carts are requested, including carts with optional features and accessories for golf course, parks and recreation and maintenance environments.	<b>X</b>
<b>1.7 Lawn Care and Grounds Equipment</b>		
1.7.01	Lawn and grounds cleaning equipment shall include, but not be limited to: self-propelled sweepers; pulled sweepers; pulled debris loaders; spraying equipment; turf cultivation; bunker rakes; and blowers.	<b>X</b>
1.7.02	Lawn care and grounds equipment shall be powered manually, electrically or by fuel. Equipment shall include, but not be limited to: weed eaters; string trimmers; brush cutters; pole pruners; hedge trimmers; shrub and tree trimming equipment; seeders (towed or walk-behind); thatchers and dethatchers (towed or walk-behind); aerators; debris vacuums; back-pack sprayers; stump grinders; brush cutters; chain saws; hole diggers; cultivators; chipper/shredders; equipment for sports field maintenance; and back-pack sprayers.	<b>NO BID</b>
1.7.03	Contract vendor shall provide a range of leaf blowers, which are suitable to a variety of member's needs including, but not limited to: handheld, backpack, walk-behind, electric, and gas.	<b>NO BID</b>
1.7.04	Sweepers shall have a sweeper width of at least 48" or more, and have a multiple position sweeper reel, allowing for varied speeds and positions. Walk-behind power sweepers and brush sweepers shall have a sweeper width of at least 24" or more.	<b>NO BID</b>
1.7.05	Sweepers shall have a transport speed that is faster than its sweeping speed.	<b>NO BID</b>
<b>1.8 Service, Repair, Parts, Maintenance and Warranty Work</b>		
1.8.01	All repair, service, maintenance and warranty work shall be performed according to the manufacturer's specifications.	<b>X</b>
1.8.02	Original equipment from manufacturers (OEM) parts, options and accessories are requested.	<b>X</b>
1.8.03	Aftermarket parts, options and accessories may be offered.	<b>NO BID</b>
1.8.04	Specialty chemicals and lubricants specific to equipment or vehicle type may be offered.	<b>NO BID</b>
1.8.05	Chemicals and lubricants necessary to maintain the equipment may be offered. Sales for bulk chemical and lubricants in pail and drum containers are not allowed under an awarded contract.	<b>NO BID</b>

**Specifications**  
**(Place after Tab 1e)**

1.8.06 Contract vendor may offer OEM tires, tires specific to the equipment offered under an awarded contract, installations and repairs.		<b>NO BID</b>
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**\*Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form* . List the specification number for each exception/deviation.**

**Scope of Work and Specifications Acceptance Form**  
**(Place after Tab 1e)**

*Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Scope of Work and Specifications:**

**We take no exceptions/deviations to the Scope of Work and Specifications.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

**We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Specifications	Deviations
1.2.02	John Deere Compact Utility Tractors has dual foot pedals. No Bid for Skid-Steer Loaders
1.2.03	John Deere does not offer hydraulic dump material systems or vacuum baggers for Sub Compact Utility, Compact Utility and Utility Tractors.
1.3.04	John Deere does not offer plows, debris blower, aero-seeder and fertilizer spreaders for Trim Mowers.
1.4.01	John Deere does not offer thatching or flailing attachments.
1.4.02	John Deere does not offer high velocity water injection equipment.
1.4.04	John Deere does not offer towed cutting units.
1.5.03	John Deere does not offer pressure washer equipment, ground spreaders, flatbed, platform lifts, lifting forks, power generators and air compressor motors, arboriculture and horticulture equipment for Work Utility Vehicles.
1.7.01	John Deere does not offer self-propelled sweepers, pulled sweepers and pulled debris loaders.
1.8.01	Repair, service and maintenance work are not a part of this RFP.
1.8.02	Parts are not a part of this RFP.

**Anti-Lobbying Certification Form  
(Place after Tab 1f)**

**ANTI-LOBBYING CERTIFICATION**

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

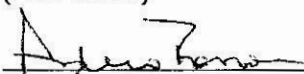
(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Deere & Company

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

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

Andrew Roman  
\_\_\_\_\_  
(Print Name)

Contract Administrator  
\_\_\_\_\_  
(Print Title)

5/19/2020  
\_\_\_\_\_  
(Date Certified)

**U.S. Department of Agriculture Form AD-1048  
(Place after Tab 1g)**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

**(Read Instructions On Page Two (RFP Page 18) Before Completing Certification)**


- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Deere & Company  
Organization Name

Request For Proposal 20E-0521  
PR/Award Number or Project Name

Andrew Roman – Contract Administrator

Name(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

5/19/2020  
Date

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

**U.S. Department of Agriculture Form AD-1048**  
**(Place after Tab 1g)**

**Instructions for Certification (for Form AD-1048)**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on 1 (RFP page 17) in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal *Government*, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **TAB 2**

### Primary Vendor Information

**Primary Vendor Information**  
**Method of Approach**  
**(Place after Tab 2a)**

**Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.**

1. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This information shall include, but not be limited to:

- a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;

Account Team to support the Mohave Contract

- Mike Ready, Manager Government Sales
- Adrienne Larson, Government Account Manager
- Andrew Roman, Contract Administrator
- John Deere Order Processing and Audit Team
- Arizona John Deere dealer organization. John Deere dealers will be delivering, setting up and performing any requested services for the equipment sold under this contract. (See dealer list in Tab 5-Additional Information; 5b-AZ\_Dealer\_List\_Final.pdf)

- b. Communication process with Mohave and its members;

John Deere's Government Account Manager for Arizona will attend events sponsored by Mohave with support from the appropriate John Deere dealer organizations within Arizona.

- c. Standard delivery time for products/services after receipt of purchase order;

Delivery times vary based on the product type noted below:

- Lawn & Garden 30 – 60 days
- Commercial / Golf & Turf 60 – 90 days
- Agricultural Equipment 90 – 180 days

- d. Member Training (initial and ongoing);

The John Deere dealer is responsible for delivering and supporting the equipment sold under this contract. However, Mohave members will be encouraged to call the John Deere government sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on operation and adjustment of equipment for certain products. Many John Deere dealers offer local training, which is at the discretion of the dealer.

- e. Specific value-added services that may benefit members;

Mohave members can be assured that the John Deere dealer network will offer best-in-class products, parts, service and support. The consistent training that is offered by John Deere Company to the dealer network will provide each member with a similar customer experience. Within the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify pricing and verify the items quoted are eligible for the contract. The Contract Administration Team ensures contract compliance is maintained. Additionally, having held this contract for several years, Deere & Company is familiar with Mohave and its members.

Note: See Best and Final Offer For Further Details

- f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and

The John Deere dealer organization is trained on Government contracts and will be responsible for providing quotes to members for only the products that have been awarded on the contract. Our Order Management Team will then audit and process every PO to verify pricing and verify the products quoted are eligible for the contract.

- g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

John Deere will serve all Mohave members.

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity 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, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 470 public 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 X No \_\_\_\_\_

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

---

---

3. Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract?

Yes \_\_\_\_\_ No X

John Deere dealers will be delivering, setting up and performing any requested service for the equipment sold under this contract. John Deere dealerships are not sub-contractors but independently owned and operated businesses and maintain their own insurance. See dealer list in Tab 5-Additional Information; 5b-AZ\_Dealer\_List\_Final.pdf.

*(Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)*

*(Cont'd)*

**Primary Vendor Information**  
**Method of Approach**  
**(Place after Tab 2a)**

If "Yes" to Question #3, describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

---



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4. Indicate if your proposal is regional or statewide:    Regional\_\_\_\_\_    Statewide   X

**If you are providing a regional or county specific offer, that offer shall cover all members within that region or county.**

Regardless if your firm is providing statewide or regional/county services, complete the chart below to include the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Indicate which area(s) of the state that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
<b>Apache</b>	2.08%	X	X
<b>Cochise</b>	3.47%	X	X
<b>Coconino</b>	6.25%	X	X
<b>Gila</b>	1.39%	X	X
<b>Graham</b>	6.25%	X	X
<b>Greenlee</b>	1.39%	X	X
<b>La Paz</b>	6.94%	X	X
<b>Maricopa</b>	28.47%	X	X
<b>Mohave</b>	3.47%	X	X
<b>Navajo</b>	8.33%	X	X
<b>Pima</b>	9.03%	X	X
<b>Pinal</b>	11.11%	X	X
<b>Santa Cruz</b>	3.47%	X	X
<b>Yavapai</b>	2.08%	X	X
<b>Yuma</b>	6.25%	X	X

**Primary Vendor Information**  
**Method of Approach**  
**(Place after Tab 2a)**

---

- 5.** If you are offering repair or maintenance services, provide information regarding each of your location's repair and/or maintenance capabilities. Include any manufacturer's certificates for authorized repair facility, mechanic or technician training, and the types of equipment you provide repair services for. All repair and maintenance service pricing shall be provided in "**20E utility grounds equipment and vehicles WB.xlsx.**" **(Place after Tab 3a.)**

Repair and maintenance service are offered through our John Deere dealer organization and therefore are not included in this offering.

- 
- 6.** If you are offering on-site repair or maintenance services, provide information how these services are performed. Include any member site requirements, disposal of fluids and waste, and your normal response time for emergency repairs.

On-site repair or maintenance services are offered through our John Deere dealer organization and therefore are not included in this offering.

---

**Primary Vendor Information  
Qualifications and Experience  
(Place after Tab 2b & 2d – As Noted Below)**

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

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
  - A short narrative description of what you are offering for this contract.

John Deere and its subsidiaries manufacture, distribute and finance a full line of agricultural and turf equipment and a wide range of construction and forestry equipment. John Deere also offers credit services for businesses and the general public.

John Deere is offering Agricultural and Turf equipment in response to the Mohave Educational Services Cooperative, Inc.'s Request for Proposal # 20E-0521. Description of the products John Deere will offer include:

Residential Zero-Turn Radius Mowers & Equipment  
Lawn Tractors & Equipment  
Garden Tractors & Equipment  
Equipment for Lawn & Garden Tractors  
Commercial Walk-Behind Mowers & Equipment  
Commercial Zero-Turn Radius Mowers & Equipment  
Commercial Front Mowers & Equipment  
Commercial Wide Area Mowers & Equipment  
Compact Utility Tractors & Equipment  
Equipment for Commercial Mowing Products  
Equipment for Compact Utility Tractors  
Recreational Utility Vehicles & Equipment  
Mid-Size Utility Vehicles & Equipment  
Full-Size Utility Vehicles & Equipment  
Traditional Utility Vehicles & Equipment  
HPX Utility Vehicles & Equipment  
Implements for Utility Vehicles  
Agricultural Tractors & Equipment  
Implements & Attachments for Agricultural Tractors  
Ag Management Solutions (AMS)  
Reel Mowers & Equipment  
TerrainCut Mowers & Equipment  
Special Application Vehicles & Equipment  
Aercore & Equipment  
Debris Maintenance & Equipment  
Frontier Equipment – Attachments: Cotton, Cutting/Mowing, Hay & Forage, Landscape, Livestock, Material Handling, Planting & Seeding, Snow, Sprayers, Tillage

- A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are proposing, and your firm's philosophy of doing business.

Deere & Company, founded in 1837 (collectively called John Deere), began as a simple one-man blacksmith shop. Today its grown into a corporation that does business around the world and employs over 74,000 people worldwide. The company is guided by the same core values established by its founder; integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advance products and services for construction and lawn & turf.

- Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.

Not Applicable.

Note: See Best and Final Offer For Further Details



Agricultural & Turf Division  
2000 John Deere Run, Cary, NC 27513 USA  
Phone: 919-804-2285 Fax: 309-749-2313  
E-mail: [GovContractSupport@JohnDeere.com](mailto:GovContractSupport@JohnDeere.com)

**Andrew Roman**  
Contract Administration

May 20, 2020

Bidder: Deere & Company  
Due Date: May 21, 2020  
Due Time: 3:00 PM (Arizona Time)  
RFP ID: 20E-0521  
Event Name: Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance  
Vehicles, Equipment and Services

### Online Survey

Due to COVID-19, telework and furloughs we are unable to confirm which agencies are available to complete the survey. However, the online survey has been sent to the following agencies:

1. Parker Unified School District
2. City of Yuma
3. Yuma School District
4. City of Apache Junction
5. Coolidge Unified School District
6. Pima County Arizona
7. Sacaton School District
8. Salt River Pima Maricopa
9. Tempe Union High School District
10. Town of Queen Creek

Regards,

A handwritten signature in black ink that reads "Andrew Roman".

Andrew Roman  
Contract Administration  
[GovContractSupport@JohnDeere.com](mailto:GovContractSupport@JohnDeere.com)  
800-358-5010, Ext. 2285

# #16

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, May 21, 2020 2:12:50 PM  
**Last Modified:** Thursday, May 21, 2020 2:19:21 PM  
**Time Spent:** 00:06:31  
**IP Address:** 24.121.67.179

---

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

Name	<b>Stella M. Baker</b>
Agency or Company	<b>Parker Unified School District 27</b>
Position	<b>Bookkeeper</b>
Email Address	<b>stbaker@parkerusd.org</b>
Phone Number	<b>928-669-9244</b>

---

## Q2

The name of the vendor which you are providing this vendor performance information:

Company	<b>John Deere AG &amp; Turf Strategic Accounts Business Division</b>
Address	<b>2000 John Deer Rd</b>
City/Town	<b>Cary</b>
State/Province	<b>NC</b>
ZIP/Postal Code	<b>27513</b>

---

## Q3

The ability to deliver products/provide services per your expectations:

(no label)	<b>9</b>
------------	----------

---

## Q4

The overall quality of products/services provided by the firm:

(no label)	<b>9</b>
------------	----------

---

**Q5**

The ability of the firm to interact with your staff members:

(no label) **9**

---

**Q6**

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label) **10 - Very Satisfied**

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **10 - Very Satisfied**

---

**Q9**

**Yes**

Is the survey information you have provided related to utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services?

---

**Q10**

**Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

Do you have any other comments you would be willing to share?

no

---

**Q12**

Do you have any other questions, or concerns?

no

---

# #12

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Wednesday, May 20, 2020 9:08:10 AM  
**Last Modified:** Wednesday, May 20, 2020 9:14:00 AM  
**Time Spent:** 00:05:49  
**IP Address:** 24.121.67.179

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Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

Name	Scott Vintus
Agency or Company	Parker Unified School District # 27
Position	Maintenance Supervisor
Email Address	svintus@parkerusd.org
Phone Number	928-669-0648

---

## Q2

The name of the vendor which you are providing this vendor performance information:

RDO is a John  
Deer dealer.  
(mtb)

Company	RDO Equipment CO
Address	48465 Ehrenberg Parker Hwy
City/Town	Ehrenberg
State/Province	AZ
ZIP/Postal Code	85334

---

## Q3

The ability to deliver products/provide services per your expectations:

(no label) 9

---

## Q4

The overall quality of products/services provided by the firm:

(no label) 10 - Very Satisfied

---

**Q5**

The ability of the firm to interact with your staff members:

(no label)

**10 - Very Satisfied**

---

**Q6**

The close out process (invoicing, no unexpected fees):

(no label)

**10 - Very Satisfied**

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label)

**10 - Very Satisfied**

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

**10 - Very Satisfied**

---

**Q9**

**Yes**

Is the survey information you have provided related to utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services?

---

**Q10**

**Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

**Respondent skipped this question**

Do you have any other comments you would be willing to share?

---

**Q12**

**Respondent skipped this question**

Do you have any other questions, or concerns?

---

# #15

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, May 21, 2020 1:44:38 PM  
**Last Modified:** Thursday, May 21, 2020 1:48:24 PM  
**Time Spent:** 00:03:46  
**IP Address:** 205.168.30.205

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

Name	<b>Steven Gonzales</b>
Agency or Company	<b>Town of Queen Creek</b>
Position	<b>Parks maintenance supervisor</b>
Email Address	<b>steven.gonzales@queencreek.org</b>
Phone Number	<b>4803583781</b>

## Q2

The name of the vendor which you are providing this vendor performance information:

Company	<b>stotz</b>	<b>Stoz is a John Deer dealer. (mtb)</b>
City/Town	<b>Chandler</b>	
State/Province	<b>AZ</b>	

## Q3

The ability to deliver products/provide services per your expectations:

(no label)	<b>9</b>
------------	----------

## Q4

The overall quality of products/services provided by the firm:

(no label)	<b>9</b>
------------	----------

## Q5

The ability of the firm to interact with your staff members:

(no label)	<b>10 - Very Satisfied</b>
------------	----------------------------

**Q6**

The close out process (invoicing, no unexpected fees):

(no label) **9**

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label) **10 - Very Satisfied**

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **9**

---

**Q9**

**Yes**

Is the survey information you have provided related to utility vehicles, tractors, golf carts, grounds maintenance vehicles, equipment and services?

---

**Q10**

**Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

**Respondent skipped this question**

Do you have any other comments you would be willing to share?

---

**Q12**

**Respondent skipped this question**

Do you have any other questions, or concerns?

---

- Provide information regarding your authorization to submit a proposal for the specified products/services and confirm that you can provide the products/services if awarded a contract.

John Deere is the manufacturer of the equipment being offered in this RFP. John Deere has been in business for over 183 years and currently hold approximately 110 government contracts consisting of federal, state, county and cooperative contracts. John Deere has successfully met the needs of its state contract customers. Also, out extensive John Deere dealer network in Arizona enhances our ability to meet the needs of the Mohave members.

Indicate if you are a:

Manufacturer;  Authorized Dealer of Multiple Manufacturers.

2. **Place after Tab 2b:** Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate how the products offered in the proposal meet applicable industry standards. List applicable awards and/or standards.

Relevant Industry Awards and Recognition for Deere & Company include:

1. Best Global Brand – Interbrand
2. World’s Most Ethical Companies – Ethisphere Institute (12<sup>th</sup> Year)
3. Top 10 Innovative Company – American Innovation Index
4. Corporate Partner of the Year – National Society of Black Engineers
5. World’s Most Admired Companies – Fortune Magazine # 50.
6. 50 Best Places to Work in the US – Indeed.com

The American Society of Agricultural and Biological Engineers announced the AE50 Award Winners, representing the best innovations in engineering and technology for agricultural, food and biological systems. Products that were awarded from John Deere include:

1. The new John Deere Quik-Knect System is compatible with the 1, 2, 3 and 4 Series models of John Deere compact utility tractors. Utilizing one connector for the tractor PTO shaft and another for the implement, Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. Developed to help increase operator ease and enhance productivity, operators can simply slide the tractor and implement connectors together until they click into place.
2. The triplex mowers are equipped with the proven advanced TechControl system, which is passcode protected and allows superintendents, technicians, and other trusted supervisors to input commands, controlling nearly everything regarding the operator’s performance, including frequency of clip, turn speed, clean up pass speed, and how fast the cutting units raise and lower. Engines on all models are electronically controlled, and include an Eco mode, which automatically reduces engine speed when mowing, saving up to 30% in fuel and up to 3 dB(A) in sound levels. The lightweight open platform design with a low center of gravity ensures excellent stability and traction performance. The 2700 and 2750 Triplex Mowers offer a 62-inch (157.5-centimeter) mowing width and mow speeds of up to six mph (9.7 kph) for increased productivity.
3. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry, as the redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance. The six models, including the W36M, W48M, W36R, W48R, W52R and W61R, offer new steering controls, improved hand position and increased frame clearance, along with several other features that reduce operator effort and minimize operator fatigue.
4. 5R Series Tractors leverage existing technologies normally found in large tractors and feature four models ranging from 90- to 125-engine horsepower. John Deere engineers designed tractor features to provide customers with unrivaled maneuverability, an easy-to-use transmission, increased visibility, loader integration and operator comfort.
5. The new utility vehicles are designed for customers who need all-day comfort with off-road terrain capability in all seasons. The gas-powered Gator XUV835 and diesel-powered Gator XUV865 offer a quiet cab, three-wide seating, and exceptional heating and air conditioning to maximize productivity and comfort.

3. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.

Deere & Company is a public company. All financial information, including material liabilities and litigation risk may be viewed in the enclosed Deere & Company's 2019 10K report. See page 19 for details on legal proceedings.

4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

*NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.*

John Deere does not qualify as a minority owned business.

5. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully sold products or performed services in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm:  
**<https://www.surveymonkey.com/r/LWKZQYV>**

The above survey is now active and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

Provide a list of Arizona public agencies, other public agencies or private business entitles you have provided the link to:

See Supplement Information in Tab 5 Additional Information; 5b-Online Survey

- 1) Parker Unified School District (2) City of Yuma (3) Yuma School District (4) Town of Queen Creek  
(5) City of Apache Junction (6) Coolidge Unified School District (7) Tempe Union High School District  
(8) Pima County Arizona (9) Sacaton School District (10) Salt River Pima Maricopa

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**Primary Vendor Information  
Qualifications and Experience  
(Place after Tab 2b & 2d – As Noted Below)**

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6. **Place after Tab 2b:** Provide documentation for the applicable manufacturer(s) that certifies rollover compliance for riding equipment per Specification 1.1.04.

Rollover compliance documentation is enclosed.

7. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current 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 current 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. All financial information will be kept confidential.

Deere & Company's 2019 Annual Report is enclosed. See page 28 for details on lines of credit available to John Deere.

Financial Documents Removed



Agricultural & Turf Division  
2000 John Deere Run, Cary, NC 27513 USA  
Phone: 919-804-2285 Fax: 309-749-2313  
E-mail: [GovContractSupport@JohnDeere.com](mailto:GovContractSupport@JohnDeere.com)

**Andrew Roman**  
Contract Administration

May 19, 2020

Bidder: Deere & Company  
Due Date: May 21, 2020  
Due Time: 3:00 PM (Arizona Time)  
RFP ID: 20E-0521  
Event Name: Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance  
Vehicles, Equipment and Services

### **Rollover Compliance of Specification 1.1.04**

John Deere's commitment to safety goes beyond simply complying with established regulations and extends to a long legacy of shaping industry safety standards.

In 1966 John Deere introduced the first commercially available rollover protection structure (ROPS) for farm tractors. We initially offered the structure on all current tractor models, and variations have been available ever since.

Not all vehicle standards for the equipment John Deere manufacturers requires ROPS. Depending on the model, vehicle standard compliance for North America is as follows:

1. Utility Vehicles: ANSI/ROHVA-1, ANSI/OPEI B71.9 or SAE J2258
2. Mowing Equipment: ANSI/OPEI B71.1 or ANSI/OPEI B71.4

Whenever the vehicle standard requires ROPS, they are provided and meet one of the following standards:

1. ISO 21299
2. SAE J2194
3. ISO 4371

Regards,

A handwritten signature in black ink that reads "Andrew Roman".

Andrew Roman  
Contract Administration  
[GovContractSupport@JohnDeere.com](mailto:GovContractSupport@JohnDeere.com)  
800-358-5010, Ext. 2285

# **TAB 3**

## Pricing Information

**Pricing Information**  
**Pricing Methodology, Volume Discounts,**  
**Quick Pay Discount and Pcards**  
**(Place after Tab 3b)**

**Pricing Methodology Description**

- Our pricing methodology is percent of discount off manufacturer's price list or catalog.
- Our pricing methodology is fixed pricing.
- Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

The John Deere Order Processing team audits and processes members purchase orders for accuracy.

Auditing includes reviewing the pricing and discount applied to the purchase order. It also involves making sure that the equipment has been awarded on the Mohave contract. The order coordinator will ensure before processing that all purchase orders have been received and reviewed by Mohave.

**Volume Discount Description**

Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.

John Deere offers a Multiple Unit Discount (MUD) based on the following schedule

- 3-4 Units – 1%
- 5-6 Units – 2%
- 7-8 Units – 3%
- 9 Units or More – 4%

For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.

**Quick Pay Discount**

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? \_\_\_\_\_

**Acceptance of Pcards for Payment**

Will you accept Pcards as a method of payment? Yes \_\_\_\_\_ No X \_\_\_\_\_

**Pricing Information**  
**Mobilization and Travel Description**  
**(Place after Tab 3c)**

**Mobilization Description**

If mobilization rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what your mobilization rates cover. (See **Pricing: 10.12. Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions; and in Tab 3a pricing workbook **Section Two, Mobilization.**)

Mobilization Rates are not applicable in this proposal.

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**Travel Description**

If travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what your travel rates cover. (See **Pricing: 10.12. Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions; and in Tab 3a **Section Two, Travel/Drive Rates.**)

Travel Rates are not applicable in this proposal.

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**Used, Reconditioned, Refurbished Equipment  
and Vehicle Pricing Methodology Description  
(Place after Tab 3d)**

Provide detailed information explaining the methodology to be used to determine Fair Market Value of used, reconditioned, refurbished equipment and vehicles. Values that are more than 90% of the contracted price of the same or similar new model will not be allowed.

Describe in detail if your pricing includes any repairs/parts required to bring the equipment and/or vehicle up to performance and safety standards; and describe how the necessary repairs/parts will be identified to the member. **Pricing for your used, reconditioned, refurbished equipment and vehicles shall be included in the Used Recond Refurb Items worksheet in the pricing workbook "20E utility grounds equipment and vehicles WB.xlsx."** or in a separate Excel document.

Used, reconditioned and refurbished equipment is not offered in this proposal.

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# **TAB 4**

Supporting Contract Documents

**Supporting Contract Documents**  
**Firm Information, Order Processing, Individual Contact,**  
**and Customer Support Information**  
**(Place after Tab 4a)**

1. Contact information for firm's headquarters:

Physical Address 2000 John Deere Run, Cary, NC 27513

Mail Address, if different \_\_\_\_\_

Main Phone Number 800-358-5010 – Option 2

Website www.JohnDeere.com

2. Contact information for firm's Arizona branch office:

Physical Address John Deere does not maintain a branch office in Arizona

Mail Address, if different \_\_\_\_\_

Main Phone Number \_\_\_\_\_

Website, if different \_\_\_\_\_

Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

Physical Address 2000 John Deere Run, Cary, NC 27513 (PO's should be given to selected dealer to be uploaded into John Deere Government Sales system.)

Email Address CorpAcctGovSupport@JohnDeere.com

Attention of Order Management

4. Payment remittance address 21748 Network Place

Attn: Deere & Company Ag & Turf Strategic Account Business Division

City Chicago State IL Zip 60673-1217

Telephone (invoice questions) 800-358-5010 – Option 1

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07 095212-M

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

*If yes, please check one:*

- Our combined state, city, county and/or other local sales tax rate is     % (local rate).  
 The sales tax rate varies by the location (e.g. ship to rate). Provide additional information below:

John Deere is an out-of-state seller, and collects tax based on the ship-from location, per AZ State statues.

**Supporting Contract Documents**  
**Firm Information, Order Processing, Individual Contact,**  
**and Customer Support Information**  
**(Place after Tab 4a)**

6. Contacts for Mohave:

**Main Mohave representative contact: Adrienne Larson**

*(Shall be the main point of contact for members and be responsible for member information requests.)*

Title Government Account Manager Email address LarsonAdrienneL@JohnDeere.com

Phone number 989-640-0185 Fax N/A

**Contract Administrator contact: Andrew Roman**

*(Shall be the main point of contact for contract information requests.)*

Title Contract Administrator Email address GovContractSupport@JohnDeere.com

Phone number 800-358-5010 – Option 2285 Fax 309-749-2313

**Accounting contact: Amy Reeves**

*(Shall be the main point of contact for accounting issues.)*

Title Accounts Receivables Email address GNSAcctg@JohnDeere.com

Phone number 800-358-5010 – Option 1 Fax 309-749-2061

**Open Order/Status Report contact: Order Management**

*(Shall be the main point of contact regarding open orders and status reports.)*

Title Order Management Email address CorpAcctGovSupport@JohnDeere.com

Phone number 800-358-5010 – Option 2 Fax 309-749-2313

**Audit contact: Andrew Roman**

*(Shall be the main point of contact for audit requests and clarifications.)*

Title Contract Administrator Email address GovContractSupport@JohnDeere.com

Phone number 800-358-5010 – Option 2285 Fax 309-749-2313

**Reconciliation contact: Andrew Roman**

*(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)*

Title Contract Administrator Email address GovContractSupport@JohnDeere.com

Phone number 800-358-5010 – Option 2285 Fax 309-749-2313

**Escalation contact: Shawn Parker**

*(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract. **This contact shall be a different individual than those named for the contacts listed above.**)*

Title Manager, Contract Administration Email address GovContractSupport@JohnDeere.com

Phone number 800-358-5010 – Option 2222 Fax 309-749-2313

**Marketing contact: Andrew Roman**

*(Shall be the main point of contact for providing marketing information for Mohave's website.)*

Title Contract Administrator Email address GovContractSupport@JohnDeere.com

Phone number 800-358-5010 – Option 2285 Fax 309-749-2313

**Supporting Contract Documents**  
**Firm Information, Order Processing, Individual Contact,**  
**and Customer Support Information**  
**(Place after Tab 4a)**

**Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.**

Do you provide warranty and maintenance for the items in the proposal?

**Yes**, the following is applicable to our offer. (If yes, please provide the information below.)

**No**, the following is not applicable to our offer.

Describe the steps a member should take to activate a warranty and how they obtain warranty and maintenance service.

Warranty is provided by John Deere and is administered by our John Deere dealers. Maintenance is not included in this proposal, however maintenance can be obtained through a John Deere dealer and pricing for maintenance is determined by the dealer.

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

Please reference the dealer list in Tab 5-Additional Information; 5b-AZ\_Dealer\_List\_Final.pdf. Members may select their preferred dealer for both warranty and maintenance.

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

The John Deere dealer will be able to conduct some preliminary trouble shooting over the phone.

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

The number of technicians varies at each John Deere dealer location.

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

The John Deere dealer will maintain enough parts inventory on hand at each location to meet the warranty and service needs of the Mohave members.

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

Service response times vary throughout the season and by dealer location.

**Supporting Contract Documents**  
**Sample Supplemental or End User Agreement(s)**  
**(Place after Tab 4b)**

Will members be required to sign supplemental or end-user agreements (sales, rental, maintenance)? (See **3.1 Contract vendor documents** in the Special Terms and Conditions)

Yes  No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. Review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

**Supporting Contract Documents**  
**Extended Warranty and Maintenance Service Plan Information**  
**(Place after Tab 4c)**

Do you offer extended warranty or maintenance service plans?  Yes  No

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price schedule after **Tab 4c**.

Place any supplemental end-user agreement forms, which include terms and conditions and/or member signature after **Tab 4b**.

Extended warranty and maintenance service plans are not included in this proposal. However, these services are available directly from John Deere dealers.

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**John Deere Dealers in Arizona (as of May 15, 2020)**

Dealer Name	Address	City	State	Zip Code	Phone	Fax
FLAGSTAFF EQUIPMENT COMPANY	1313 EAST BASELINE	GILBERT	AZ	85233	4805398700	4805398907
A TO Z EQ. RENTALS & SALES	15634 NORTH 32ND STREET	PHOENIX	AZ	85032	6029921150	
A TO Z EQ. RENTALS & SALES	4050 E INDIAN SCHOOL ROAD	PHOENIX	AZ	85018	6029555100	6029559326
FLAGSTAFF EQUIPMENT COMPANY	500 NORTH GRANT	FLAGSTAFF	AZ	86004	9287741969	9287747006
RDO AGRICULTURE EQUIPMENT CO	1091 COMMERCE DRIVE	PRESCOTT	AZ	86305	9287768300	9287768500
RDO AGRICULTURE EQUIPMENT CO	30101 EAST HIGHWAY 80	WELLTON	AZ	85356	9287853391	9287853115
RDO AGRICULTURE EQUIPMENT CO	3050 EAST HIGHWAY 95	YUMA	AZ	85365	9283417100	9283417139
RDO AGRICULTURE EQUIPMENT CO	48465 EHRENBERG POSTON ROAD	EHRENBERG	AZ	85334	9289239611	9289238031
STOTZ EQUIPMENT	11111 WEST MCDOWELL ROAD	AVONDALE	AZ	85392	6239367131	6239362089
STOTZ EQUIPMENT	197 WEST WARNER ROAD	CHANDLER	AZ	85225	4809171540	4809171559
STOTZ EQUIPMENT	225 NORTH FIRST STREET	BUCKEYE	AZ	85326	6233864466	6233861983
STOTZ EQUIPMENT	2457 WEST HIGHWAY 70	THATCHER	AZ	85552	9284281223	9284284449
STOTZ EQUIPMENT	331 W. REX ALLEN DRIVE	WILLCOX	AZ	85643	5207660610	5207660611
STOTZ EQUIPMENT	37021 GILA BEND HWY	STANFIELD	AZ	85172	5204243337	5204243338
STOTZ EQUIPMENT	500 N ELEVEN MILE CORNER RD	CASA GRANDE	AZ	85194	5208367481	5207234780
STOTZ EQUIPMENT	9659 N. TIFFANY LOOP	TUCSON	AZ	85743	5208874121	5202932883

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND  
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers, and Z600 Series EZtrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 months or 2000 hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months
13) GATOR™ Utility Vehicles (except CX)	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) CX GATOR™**, All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

\*\*Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

**C. (I) ITEMS COVERED SEPARATELY** – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) John Deere Walk Behind Snowthrowers; (4) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

**(II) WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

**D. SECURING WARRANTY SERVICE** – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

**F. NO DEALER WARRANTY** THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

**G.** If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

**WARRANTY FOR NEW JOHN DEERE GOLF & TURF EQUIPMENT  
(US & Canada Only)**



- A. GENERAL PROVISIONS** - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265 and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new John Deere Golf and Turf equipment ("Equipment") purchased from John Deere or an authorized John Deere dealer or distributor ("Selling Dealer"). These warranties apply only to Equipment intended for sale in the United States and Canada. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer, distributor or service center authorized by John Deere to sell and/or service the type of equipment involved ("Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labour. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labour requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an Authorized Dealer is notified of the ownership change, and John Deere approves the warranty transfer.
- B. WHAT IS WARRANTED** - Subject to section C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser.

EQUIPMENT	WARRANTY TERM
1) Aerators: 800, 1000, 1500, 2000*	24 Months/Unlimited Hours
2) Bunker Rakes: 1200A, 1200 Hydro Rake*	
3) Debris Maint: TC125* Collection System	
4) Reel Mowers: 180, 220, 260, 2400, 2500, 2700, 2653, 6000, 7000 & 8000 Series*	
5) Rotary Mowers: 7000, 8000 & 9000 Series*	
6) Walk Greens Mower Trailers: 22 Series*	
7) ProGator™: 2020A, 2030A, 2020A GPS PrecisionSprayer, 2030A GPS PrecisionSprayer	24 Months/1500 Hours, whichever comes first
8) Turf Gator™: Turf, TX Turf	
9) Sprayer: HD200, HD300	
10) Top Dresser: TD100	
11) E-Gator™: E Gator, TE Gator	

\*Including compatible implements/attachments

- C. (I) ITEMS COVERED SEPARATELY** – Unless listed in the applicable parts catalog, this warranty does not apply to (1) Batteries; (2) Radios; (3) Tires; and (4) Sprayer Controllers which are covered by separate written warranties.
- (II) WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance and replacement of maintenance and wear items, such as oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tires and batteries.
- D. SECURING WARRANTY SERVICE** – To secure warranty service, the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the Authorized Dealer within a reasonable time.
- E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- F. NO DEALER/DISTRIBUTOR WARRANTY** – THE SELLING DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY AND MAKES NO WARRANTY ON ANY OTHER ITEM UNLESS IT DELIVERS TO THE PURCHASER A SEPARATE WRITTEN CERTIFICATE SPECIFICALLY WARRANTING THE ITEM.