

INVITATION FOR BID
IFB 26N-0917
SYNTHETIC AND NATURAL TURF SPORTS FIELD SYSTEMS

Mohave Educational Services Cooperative
211 N 7th St
Kingman, AZ 86401

RELEASE DATE: August 19, 2026

DEADLINE FOR QUESTIONS: September 10, 2026

RESPONSE DEADLINE: September 17, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/mesc>

Mohave Educational Services Cooperative
INVITATION FOR BID
Synthetic and Natural Turf Sports Field Systems

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Attachments:

- A - IFB 26N Anti-Lobbying Certification form
- B - IFB 26N Anti-Lobbying Certification form
- C - IFB 26N Bid and Acceptance form
- D - IFB 26N Bid and Acceptance form
- E - IFB 26N Bid Bond form
- F - IFB 26N Bid Bond form
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- H - IFB 26N Contract Information for Firm form
- I - IFB 26N EDGAR Certification
- J - IFB 26N EDGAR Certification
- K - IFB 26N USDA Form AD-1048
- L - IFB 26N USDA Form AD-1048

M - _IFB 26N Synthetic and Natural Turf Specifications

N - _IFB 26N Synthetic and Natural Turf Specifications

O - IFB 26N pricing workbook

P - IFB 26N-0917 Current Mohave Members

1. Introduction

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) seeks bids to establish contract(s) for Synthetic and Natural Turf Sports Field Systems. To be considered, bids shall be electronically submitted, via OpenGov Procurement, prior to the specified due date and time. A public opening will be held by teleconferencing. If you would like to attend the opening, please contact the Contract Specialist for instructions. Bids shall be opened immediately following the bid due date and time, with the name of each bidder publicly listed and the unverified bid pricing listed via OpenGov Procurement. Late bids shall not be considered.

Mohave is not responsible for any unsuccessful submission of documents to the OpenGov Procurement website.

Bidders are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a bid. Failure to examine any of the requirements will be at the bidder's risk.

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

1.1. [Questions](#)

IFB Questions Must Be Directed To:

Melissa Jimenez, CPPB, Contract Specialist Email: contracts@mesc.org Telephone: (520) 888-9357

Questions may also be submitted through the OpenGov Procurement "Questions and Answers" tab.

Last Day For Questions: Thursday, September 10, 2026, 5:00 p.m. (local Arizona time)

1.2. [Pre-bid Conference Participation](#)

Pre-bid Conference Held: Wednesday, September 2, 2026, 10:00 a.m. (local Arizona time)

For login, contact the Contract Specialist, no later than Tuesday, September 1, 2026.

2. Instructions to Bidder and Solicitation Information

2.1. Submission of Bids

Bids should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the requirements, as well as the completeness and clarity of the submitted content.

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

2.2. 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.

2.3. Award Criteria

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

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and evaluation criteria below:

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

1) Pricing Information: Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, mobilization, travel description and bond methodology, extended warranty, or maintenance service plan information;

2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity: *Bid and Acceptance Form, Confidential/Proprietary Submittal, amendments (if any), General and Special Terms and Conditions Acceptance, Standard Terms and Conditions for Construction Acceptance, Scope of Work, Specifications with exceptions/deviations noted, Scope of Work and Specifications Acceptance Form, original bid bond/alternate bid security, current single job and aggregate bonding capacity information, Anti-Lobbying Certification Form, USDA Form AD-1048, and EDGAR Certification;*

3) Primary Vendor Information: Complete response to the Method of Approach, Qualifications and Experience pages, references (past performance information), certificate of insurance, and financial information;

4) Supporting Contract Documents: Completed contract information for firm form, support and maintenance information, sample supplemental or end-user agreements;

5) Additional Information: Descriptive literature, slicks and any supporting documents, overall evaluation orderliness, readability of bid and evidence that the firm has the ability to follow instructions, complete manufacturer specifications, and additional information.

2.4. References Used for Terms and Conditions

Acronyms used in the solicitation are noted in bold font below:

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

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

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

Code of Federal Regulations (**CFR**): <http://www.ecfr.gov/>

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

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>

Public Law: <https://www.congress.gov/public-laws/116th-congress>

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

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**): <https://www.hud.gov/>

3. Primary Vendor Information

Instructions

Each Section below contains questions that will provide Mohave with an understanding of your firm's Method Of Approach and Qualifications.

Copy each set of questions to a separate document and provide complete answers. This is your firm's opportunity to show Mohave what your firm is about and how you can provide the requested products or services in this solicitation.

The finished documents will be uploaded in Vendor Submissions.

Failure to complete all questions may result in your bid being considered non-responsive.

3.1. Method of Approach - Project Plan

Bidder shall provide a project plan that describes how the bidder 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.
- b. Communication process with Mohave and its members.
- c. Standard delivery time for products/services after receipt of purchase order.
- d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract.
- e. Specific value-added services that may benefit members.
- f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.
- g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

3.2. Qualifications and Experience - About Firm Questionnaire

Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:

- a. Provide a short narrative description of what you are offering for this contract.
- b. Provide a *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
- c. Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
- d. Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract.

e. Indicate if you are an authorized dealer for the products/services in the bid, or if you are a producer, publisher, or manufacturer of the products/services in the bid.

3.3. Qualifications and Experience - Arizona Registrar of Contractors License(s)

Provide copy(ies) of current Arizona Registrar of Contractors license(s) A General Engineering, B-1 General Commercial Contractor, KB-1 Dual Building Contractor, or CR-21 Hardscaping and Irrigation System in conjunction with CR-67 Low Voltage Communication Systems (if providing new or replacement of conduits for scoreboards or electric timing systems) license(s) held by your company (Specification 1.1.02 requirement). If applicable, provide a copy of the Arizona Registrar of Contractors application receipt with pending number (Specification 1.1.03 requirement).

Submit Arizona Registrar of Contractors License(s) in Vendor Submissions

3.4. Manufacturer Authorization /Dealer Letters

Provide a current manufacturer's authorization/dealer letters for each manufacturer you are offering. The following information should be on each manufacturer's letter:

- a. Manufacturer's name on their company letterhead with contact information of the manufacturer, including corporate address, phone number, and fax number.
- b. Recent date.
- c. Specific information detailing whether the entire manufacturer's product line is being offered for this IFB, or if only a portion or specific product lines have been authorized.
- d. The level or tier for the dealership. Provide details of what that level or tier entails, including what the level/tier allows the dealer to do as representative of the manufacturer.
- e. Information confirming if dealer is authorized to perform specific services for the manufacturer (e.g. installation services, warranty service work, and/or maintenance service work).
- f. Information concerning restrictions on type of sales, if any.
- g. Information or an indication if manufacturer would be willing to step in to provide sales, warranty work, or installation services if the dealer ceases to be in business.
- h. Indication if the manufacturer would transfer authorization to another awarded Mohave contract vendor.
- i. Authorized signature (e.g., manufacturer's corporate officer, regional manager), including contact information for phone, email and fax numbers.

If a manufacturer's letter is not provided with the submitted bid and pricing, the manufacturer's product line may be removed from consideration at Mohave's discretion.

3.5. Qualifications and Experience - Supplementary Questions

a. Describe any certifications, training, professional memberships, industry affiliations, or other credentials relevant to the installation, maintenance, testing, inspection, or management of synthetic or natural turf sports field systems. Examples may include credentials from organizations such as the American Sports Builders Association (ASBA), Sports Field Management Association (SFMA), Synthetic Turf Council (STC), or similar industry organizations. Provide copies of certifications or supporting documentation, if applicable.

4. Past Performance Surveys

4.1. PPI Survey Request

An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work or sold products and 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/62KYVNC>

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.

5. Special Terms and Conditions

Some Special Terms and Conditions may specify placement of information in Vendor Submissions. Pay close attention to placement information as indicated in select Special Terms and Conditions.

5.1. Bidder Qualifications

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

5.2. Bid Bonds and Bonding Capacity

A. Bid Bond: *Bidder shall provide an original bid bond or alternate bid security in the amount of \$100,000.* Note: Bid security as a percentage of the bid value (e.g., – 10% of contract award) is not acceptable.

If the original bid bond is not signed and/or has conflicting information, it may render your bid non-responsive.

B. Bonding Capacity: *The required minimum single job bonding capacity for this contract shall be \$2,500,000.* Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

- Your single job bonding capacity.
- Your aggregate bonding capacity.
- An agent of your licensed bonding agency shall sign the letter.

If the letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your bid, it shall render your bid non-responsive.

A copy of the Original Bid Bond and Bonding Capacity Letter will be submitted in Section 9 Vendor Submissions, Sub-Section 3.1 and 3.2.

5.3. Delivery

A. 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.

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

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

D. 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.

E. Liens: All materials shall be free of liens.

F. 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.

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

5.4. Form of Contract

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

B. Form of contract: The form of contract for this solicitation shall be the Invitation for Bid, any issued amendments, best and final offer(s), the awarded bid(s), contract modifications, and properly issued and reviewed purchase orders referencing the awarded contract number.

C. 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.

5.5. 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.

5.6. Insurance

A. Certificate of Insurance: Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverages 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 of Insurance (or certificates of insurance if using multiple carriers) shall include, at a minimum, coverage for:

1. General Liability
2. Automobile liability
3. Umbrella or Excess Liability (If needed to meet aggregate amount)
4. 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, upload in Section 9. Vendor Submissions Sub section 5.3.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, may render your bid as non-responsive.

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

C. 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.

D. 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.

E. 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.

F. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than \$2,000,000.

G. 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 comply with Arizona state statute and evidenced by a certificate of insurance.

5.7. 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 bid. 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 bids. It is preferred that maintenance services are available within 24

hours. If a third party is used to provide maintenance or warranty work, bidder shall include details of any such arrangement in the bid.

5.8. Manufacturer Support

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is an authorized dealer for the equipment bid, and that bidder is authorized to submit a bid on such equipment.

5.9. 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 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 contract vendor, 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 member's purchase order.

5.10. Pricing

A. Administration fee: Mohave's 1% administration fee shall be included in bidder'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.

B. 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 contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine 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.

C. Basis for pricing: Contract pricing under this IFB shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);

The manufacturer's price list or catalog price is defined as a catalog, price list, schedule, or other form that:

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

2. Firm fixed price with economic price adjustment.

Economic price adjustments are defined as an unexpected price increase for services, raw materials, or other costs that are outside the control of the bidder. Any contingencies for economic price adjustments shall be identified in the bid. Mohave shall make the sole determination whether

contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract; or

3. A combination of the above.

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

D. 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 bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.

E. Fixed prices: Fixed price bids 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 bid. 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).

F. Combination pricing: Bids 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.

G. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

H. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

I. Escalators: Any pricing escalators shall be reviewed and approved by Mohave prior to applying the escalator to approved contract pricing.

J. 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**.

K. Percent of discount as fixed price: Percent of discount bids that are not based upon published price lists or catalogs shall be administered as fixed price contracts.

L. 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.

M. 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.

N. 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 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 and are **not intended as an additional charge for equipment that is transported in the same vehicle with contract vendor employees**, to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

5.11. Samples

A. Sample evaluation: Samples will be compared to bid 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.

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

C. Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder'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 bidder shall be considered abandoned, and Mohave shall have the right to dispose of them.

5.12. Site Requirements

A. 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.

B. 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 A.R.S. § 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. 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.

C. Onsite contract vendor responsibilities: 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.

Prior to performing any services at member site, contract vendor shall contact member regarding their safety and security procedures and requirements for contract vendor's personnel and their subcontractors. As required by the member, all contract vendor personnel and their subcontractors shall be responsible for full compliance with member's safety and security procedures and requirements.

Member may also require contract vendor to provide their personnel and subcontractors with proper identification displaying both the firm name and employee name. Identification must be worn and remain visible at all times while performing onsite services. These requirements apply at all times, including site visits, project evaluations, and performance of work.

While on any member facility, all contract vendor personnel and their subcontractors shall respond appropriately to all emergency announcements. There is no differentiation between drills and actual emergencies; all announcements shall be treated as a real emergency. Contract vendor shall provide all personnel and their subcontractors performing onsite services training on the safety and security procedures, requirements, and a copy of the member's evacuation map and/or secure location in the event of an emergency.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to member's responsible staff or its administration. 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 member's responsible staff or administration. 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.

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

D. Preparation: Contract vendor shall not begin a project for which the 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.

E. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee, or employee of its subcontractor, who is required to register as a sex offender pursuant to A.R.S. § 13-3821 will perform work on member's premises or equipment 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 order at the member's discretion.

F. 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.

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

H. Stored materials: Upon prior written agreement between 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 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. Contract vendor shall be responsible for the protection of all material and equipment, whether stored on or offsite. Title for all work, materials, and equipment shall pass to member only upon final inspection and payment of remaining job costs.

5.13. [Subcontractors](#)

A. Awarding subcontracts: Bidder 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.

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

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

D. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, 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.

E. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven (7) 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.

F. 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.

5.14. Term of Contract and Extension

A. 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, 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.

B. 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).

C. 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.

5.15. 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.

5.16. Warranty/Quality Guarantee

A. Extended warranties contracts: Contract vendor or a manufacturer may offer extended warranties, after acceptance or installation of equipment or materials by member. These extended warranties shall be available as an extra cost for members. Extended warranty pricing shall be included in the pricing workbook.

B. 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.

C. 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.

D. Quality: Unless otherwise specified, contract vendor warrants that for a period of one (1) year or two (2) years (for construction contracts) after acceptance of the equipment or materials by member, they shall be:

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

E. 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 twenty-four (24) - 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.

F. Warranty work: Contract vendor shall perform all warranty work and remain available to the member should continued services be required after warranty obligations are met.

6. General Terms and Conditions

Some General Terms and Conditions may specify placement of information in Vendor Submissions. Pay close attention to placement information as indicated in select General Terms and Conditions.

6.1. [Advertising](#)

Bidder 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 contracted 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.

6.2. [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.

6.3. [Bid Acceptance Period/Withdrawal](#)

A. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

B. Withdrawal of bid: A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the Invitation for Bid for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

6.4. [Bid Opening](#)

Bids shall be opened immediately following the bid due date and time. Unverified pricing will be publicly read and recorded in the presence of witness and available on OpenGov Procurement. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information in the Introduction, 1.1 Questions, for inquiries.

6.5. [Cancellation](#)

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

1. A written notice of cancellation shall be sent to contract vendor, and the effective date of cancellation shall be the date specified within the written notice of cancellation.
2. 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 member.

3. 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.

4. Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.

5. Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

B. 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.

C. Cancellation for conflict of interest: In accordance with A.R.S. § 38-511, Mohave may cancel the contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of 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 contract vendor receives written notice of the cancellation unless the notice specifies a later time.

D. 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.

E. Cancellation for no or low-usage: 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.

F. Cancellation for non-performance or contract vendor deficiency: 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:

1. Failing to comply with the accepted terms and conditions of the contract;
2. Providing material that does not meet the specifications of the contract;
3. Providing work and/or material that was not awarded under the contract;
4. Failing to adequately perform the services set forth in the scope of work and specifications;
5. Failing to complete required work or furnish required materials within a reasonable or specified amount of time;
6. 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; or,
7. Failing to provide required performance bonds; or

8. 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 member, along with documents, data, and reports prepared by contract vendor under the contract shall become the property of member.

G. 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.

H. 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.

I. 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.

J. Gratuities: If Mohave determines that any contract vendor or an employee of 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, in accordance with A.R.S. § 15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. 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.

K. Contract vendor offerings: 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.

6.6. 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.

6.7. Certification

By signing and submitting the *Bid and Acceptance Form (Vendor Submissions)*, bidder certifies the following:

- A.** Bidder has examined and understands the terms, conditions, scope of work, specifications, and other documents in this solicitation.
- B.** The submission of the bid did not involve collusion or other anti competitive practices and that the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has or will occur. 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.
- C.** Bidder 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 bid.
- D.** Neither bidder, nor any officer, director, partner, member, or associate of bidder, 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.
- E.** Bidder agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- F.** Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).
- G.** Bidder is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
- H.** If awarded a contract, bidder agrees to promote, offer, and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.
- I.** If awarded a contract, bidder 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 Invitation for Bid.
- J.** If awarded a contract, bidder 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.
- K.** Bidder 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, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with current federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify employee eligibility verification program.
- L.** Bidder shall comply with A.R.S. § 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.

M. If applicable to the products and services bid under this contract, bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that member and contract vendor are in compliance with HIPAA.

N. Pursuant to A.R.S. § 35-394, by signing the *Bid and Acceptance Form* the bidder entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

6.8. Confidential Information

A. Confidential information request: If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall notify the bidder of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire bid as confidential will not be considered.

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

C. Public record: All bids 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.

6.9. Confirmation

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

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

6.10. Contract Management

A. 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.

B. 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.

C. 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.

D. Assignment: Contract vendor agrees that if a contract is reassigned as part of an acquisition/merger, contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

E. Contract claims or controversies: The requirements of the Arizona Procurement Code and the Arizona State Board of Education School District Procurement Rules 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 A.R.S., Title 41, Chapter 23, Article 9, as applicable. Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. A.R.S., 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 member under the contract.

F. 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 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.

G. 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. Contract modification will become effective upon agreement by contract vendor and Mohave.

H. 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.

I. 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 including purchase order and Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that is made out to contract vendor and includes contract number, along with a copy of contract vendor's quote.
2. Mohave reviews and emails member order with "Mohave 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, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit cards:

1. Member purchases directly from contract vendor using a Pcard/credit card 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/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice, or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

J. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to member. Therefore, to the extent permitted by law, contract vendor returns or credits to member any and all claims for such overcharges as to the products, materials, processes, or services used to fulfill the contract.

K. 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.

L. 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.

M. 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 bidder from reasonable services required to ensure successful performance under the contract.

N. 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.

O. User guide: If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

6.11. Cooperative Purchasing

A. 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 bid 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.

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

C. 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. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder 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 and approval.

D. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchasing Agreement. Member is defined as an Arizona public school district, city, county, state agency, community college, university, political subdivision, or qualifying non-profit educational and public health organization that meets the requirements of § 115 of the Internal Revenue Code. Mohave has approximately 488 members throughout Arizona. A list of members is included with this solicitation and may also be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

6.12. Estimated Quantities

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases of the requested materials or services is provided in the Background Section under Overview. 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.

6.13. Evaluation and Award

A. Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

C. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

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

E. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder 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.

F. 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.

G. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies and Mohave. 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.

H. Price workbook: All bidders must complete the 26N Synthetic and Natural Turf Sports Field Systems workbook titled **IFB 26N pricing workbook.xlsx**. **Failure to complete and submit the 26N Synthetic and Natural Turf Sports Field Systems workbook shall render your bid non-responsive.** The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. If awarded a contract, all future updates shall be based on the electronic workbook, or similar approved format.

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

J. Responsible bidder: A responsible bidder 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 a bidder to be responsible before awarding a contract to bidder.

K. Responsive bids: A responsive bid conforms in all respects to the material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

6.14. Federal and State Requirements

A. Accessibility Guidelines: Contract vendor shall ensure that all web-based content, digital services, software platforms, mobile applications, and electronic documents provided, whether hosted or maintained by contract vendor or through third-party or subcontractor solutions, under this contract comply with WCAG 2.1 Level AA, or the most current version required by applicable law, in accordance with Title II of the Americans with Disabilities Act (ADA). Accessibility compliance shall be maintained throughout the full contract term, including updates, upgrades, and new functionality.

Upon request by Mohave or member, contract vendor shall provide an Accessibility Conformance Report (e.g., VPAT) or equivalent documentation demonstrating substantial conformance to WCAG 2.1 Level AA, or the most current version required by applicable law. Any identified exceptions or areas of partial conformance must be disclosed along with a remediation plan including expected timelines and status updates upon request. Failure to maintain compliance with this term may result in corrective action including, but not limited to: suspension of services, withholding of payment, or termination of the contract.

B. 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 member as required by state or federal law.

C. 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.

D. 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, when notified by member.

E. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, 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, when notified by member, 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.

1. HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs.
2. HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs.
3. HUD-5369-B, Instructions to Offerors Non-Construction.
4. HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract.
5. HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work).
6. 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).

F. Compliance with workforce requirements and eligibility: Pursuant to A.R.S. § 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 A.R.S. § 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://www.e-verify.gov/employers/enrolling-in-e-verify>.]

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. 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.

G. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, member shall specify the applicable Davis-Bacon wage decision, prior to 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 <http://www.dol.gov/> or by requesting a copy from the member.

H. 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, when notified by member.

I. 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.

J. 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.

K. 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 200.323.

L. Prohibition on certain telecommunications and video surveillance equipment or services for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance equipment or services to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

M. 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.

N. 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.

O. Terrorism country divestment: In accordance with A.R.S. § 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.

P. Compliance to federal solicitation requirements:

1. Bidder certifies that all pricing in their bid 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 bidder or with any competitor certification regarding non-collusion.

2. Bidder 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 representatives to allow access to any books, documents, papers, and records of the bidder, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the bidder 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.

3. Bidder 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).
4. Bidder 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 60-30.
5. Bidder 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".
6. Bidder shall comply with the provisions of the Consumer Product Safety Act.
7. Bidder shall disclose all discounts, rebates, allowances, and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder 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 bidder 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).
8. Bidder 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 for prohibited expenditures or as required in 7 CFR §210.21(f)(2).
9. 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.
10. The contract vendor shall provide domestic commodities or products to the maximum extent practicable, in accordance with 200.322 Domestic preferences for procurement, as applicable, 7 CFR 210.21(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 or produced.
11. If applicable, allowable costs will be paid from the nonprofit school food service account to the bidder 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.

6.15. 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.

6.16. Indemnification

A. 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.

B. 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.

C. 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.

6.17. Licenses

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. 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).

6.18. 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:

- A. Special Terms and Conditions**
- B. General Terms and Conditions**
- C. Scope of Work and Specifications**
- D. Attachments and Exhibits**
- E. Documents referenced or included in the solicitation**

6.19. Ordering Cycle

A. 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 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.

B. Audit of contract activity: Mohave will audit some of the invoices related to this contract. 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.

C. 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.

D. Open order and unresolved invoices reports: Mohave will send contract vendor open order reports on a periodic basis and status reports upon request. Contract vendor agrees to reply to information requests in a timely fashion.

E. 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.

F. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.

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

6.20. Payment

A. 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.

B. Contract vendor invoice: All invoices shall list the applicable member name, 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.

Mohave's administration fee is included in the invoice amount paid by member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. 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).

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

D. Correct invoicing: Contract products and/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 member.

If a member is invoiced at less than contract prices, contract vendor will invoice 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.

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

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

G. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. § 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.

H. 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) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) 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.

I. 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. *Approved quick pay discounts will be*

incorporated into the awarded contract pricing and shall apply to all payments made within the specified time-frames to qualify for the discount. Contract vendor agrees to promptly refund any over-payments by member that are eligible for the Quick Pay Discount.

6.21. Reporting and Payment of Administration Fees to Mohave

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

1. 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.

2. Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, 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/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due per the schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th, or 30th** of the following month and will be specified, if awarded a contract, in the 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.

B. Payment of administration fees to Mohave: Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

6.22. Preparation of Bid and Bid Format

A. Modification of bid: A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.

B. Disclosure of Related Parties: To ensure fair competition and avoid collusion or conflicts of interest, bidder shall disclose any relationships with other vendors or entities that are submitting, or may submit, bids/offer in response to this solicitation. Related parties are defined as parent companies, subsidiaries, or affiliates under common ownership or control; entities that share common officers, directors, or key personnel; individuals or entities that have a direct or indirect ownership interest in more than one bidder/offeror; or any other parties that may have the ability to influence or control one another's business decisions or bid submissions.

Bidder shall identify any related party known to be submitting a separate bid under this solicitation; and provide a description of the nature of the relationship (e.g., shared ownership, management, financial interests, etc.). Bidders have a continuing duty to notify Mohave if they become aware of any related-party relationships that arise during the solicitation or evaluation process.

Mohave reserves the right to investigate the nature and extent of any disclosed or discovered relationship between bidders to determine whether such relationships may compromise the competitive process or create an appearance of collusion. Mohave reserves the right to reject bids, disqualify bidders, or take other appropriate action if related-party submissions are determined by Mohave to be connected in a manner that may undermine fair competition; or if relationships were not fully disclosed, and such nondisclosure could affect the integrity of the procurement process.

C. Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

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

6.23. Product Lines

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

B. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model. The replacement product shall meet or exceed the specifications and performance of the discontinued model, and the discount shall be the same or greater than the discontinued model. All replacement products or models shall be approved by Mohave.

C. New products/services: New products and/or services that meet the scope of work may be added to the contract. New products/services must be submitted and approved by Mohave, prior to being offered to member. Contract vendor may add product lines to an existing contract if the line is supplementing products on contract, 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. Mohave has the right to approve or reject any additions.

D. 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; and 2) the option is an enhancement to the unit that improves performance or reliability. Mohave may reject any addition of equipment options without cause.

E. Product line: Bidders 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.

6.24. Prospective Bidders Registration

Any vendor not responding to two (2) consecutive solicitations 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.

6.25. Protests

Protests shall be filed with the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., 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, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. 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. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information in the Introduction, 1.1 Questions, for inquiries. 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.

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.

6.26. 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.

6.27. Safety Standards

Materials 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.

6.28. Shipping

A. 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.

B. 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.

C. 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.

D. 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.

6.29. Suspension or Debarment Status

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state, or local government within the last five (5) years that precludes bidder 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 in Bid and Acceptance Form in Vendor Submissions.**

6.30. Taxes

A. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

B. 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.

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

D. 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 member.

E. 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.

F. Taxes on construction: Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

6.31. Time (Definition of)

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

7. Standard Terms and Conditions for Construction

7.1. Bid Security

A. Bid Security Requirement: School procurement rules [R7-2-1102 (A)] and as applicable in A.R.S. § 34-608 and § 41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by A.R.S. § 15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated in the Special Term and Condition: Bid Bond.

B. Form of Bid Security: Acceptable bid security for this IFB will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), A.R.S. § 34-608 and § 41-2573]. Bid security may be provided using the form found in this IFB, with the principal being the prime contractor and the Oblige being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid non-responsive.

7.2. Change Orders

A. Adherence to Specifications and Drawings: Contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction, and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

B. Change Order Requirement: Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in A.R.S. § 41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between member and contract vendor that do not involve compensation may be made without informing Mohave.

C. Costs for Changes Associated with Improper Checking or Coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by contract vendor, and contract vendor shall not be entitled to reimbursement for such costs.

7.3. Construction Contracts

A. Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the purchase order. The agreement shall state that Mohave will not be responsible for any late fees due contract vendor by member.

B. Member Delays: As required by A.R.S. § 15-213 (D), contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by contract vendor for a delay for which member is responsible, which is unreasonable under the circumstances, and which is not within the contemplation

of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

C. Construction Contract Requirement: In any contract between contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between member and contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. Contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

D. Form of Construction Contracts: A contract between member and contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201® as a guide.

E. Member Representative: All formal contacts between contract vendor and member shall be processed through member.

F. Terms of Acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

G. Void Provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (A.R.S. § 15-213 and § 34-227)

H. Work Performed by Member: Work to be performed by member must be clearly described and agreed upon prior to project start up.

7.4. Construction Schedule

A. Schedule Adjustment: Member retains the right to extend the schedule of work or to suspend the work, and to direct contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

B. Schedule Requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of contract vendor.

C. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. Member shall not incur additional expense for up-sized crews, nor overtime costs, which might be necessary for contract vendor to complete the project on schedule.

7.5. Coordination

A. Conflict with Member Activities: Contract vendor and member shall coordinate activities so as to avoid conflicts. Contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. Contract vendor shall notify member of any construction work that may negatively impact scheduled member activities.

B. Coordination with Other Vendors: Contract vendor shall coordinate with other contractors.

C. Interruption of Other Work: Contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

7.6. Delivery of Construction Materials

A. Condition of Materials on Delivery: Contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

B. Delivery Requirement: Contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with member.

C. Precautions: Contract vendor shall take all necessary precautions to protect its materials from damage, theft, and misuse. Member shall have no responsibility for such precautions or protection.

D. Rejected and Damaged Material: Damaged or rejected materials shall be immediately removed from the work area.

7.7. Insurance

Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding, and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the quote, as a pass-thru charge.

7.8. Labor Practices

A. Labor Practices: Contract vendor shall ensure the best interest of member when considering labor agreements. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of member must be limited to only those approved by member.

B. Labor Requirements: Employees of contract vendor are not employees of member. The level of competency of the personnel will be subject to approval by member. Consideration for the adjoining property owners shall be evaluated for noise, pollutants, material hauling operations. Procedures for dealing with fire, theft, and storm damage must be established. Contract vendor shall develop methods to guarantee safe job practices relating to the health and welfare of member employees and contract vendor employees.

C. Quality of Work: All work under the contract shall be accomplished by experienced craftsmen, and laborers under the supervision of the foreman or supervisor.

D. Removal of Employee or Representative: Member shall have the right to require contract vendor to remove from the project any employee or representative of contract vendor, its subcontractors, or suppliers that member may deem incompetent, careless, insubordinate, or otherwise unacceptable.

E. Supervision: Contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

7.9. Liquidated Damages

Any agreements on liquidated damages and early completion incentives shall be between member and contract vendor and must be agreed upon in writing prior to start up. If member declines liquidated damages or early incentive agreement, contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

7.10. Litigation for Nonpayment or Nonperformance

All litigation for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F).

7.11. Member Cost

Temporary electrical service and the cost for power, the cost for water, and other member costs will be identified in writing and agreed upon.

7.12. Performance and Payment Bonds

A. Issuing Performance and Payment Bonds: It shall be the sole responsibility of member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

Contract vendor shall supply Mohave with a copy of the procured bonds upon request. If contract vendor fails to deliver any required performance or payment bonds requested by member, the contract with Mohave may be cancelled.

B. Payment Bond Requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between member and contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to contract vendor for the performance of the work provided in the contract.

C. Performance bond requirement: An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between member and contract vendor by a surety company authorized to do business in Arizona.

7.13. Progress Payments

A. Progress Payments on Construction: R7-2-1105 allows for progress payments if contract vendor agrees to adhere to A.R.S. § 41-2577 (B) (D) (F) and as applicable in A.R.S. § 34-221. All progress payments must

be invoiced to member; it is the responsibility of member to review and approve any estimates of work completed. If member issues a written statement to the bidder that the estimate of work is not approved and certified, member may withhold an amount from the progress payment member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. Contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

B. Schedule of Payments: Once all bonds are in place, contract vendor and member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond thirty (30) days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and A.R.S. § 41-2577 (E) and as applicable in A.R.S. § 34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

C. Subcontractor Notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105 (C) and A.R.S. § 41-2577 (C) and as applicable in A.R.S. § 34-221]. Upon request, the prime contractor must provide Mohave or members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

7.14. Project Advertising

Contract vendor must agree that member reserves the right to release information about the project and that any advertising of the project by contract vendor must be approved by member.

7.15. Project Completion

A. Project Documents: Upon completion of the work, contract vendor shall present member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to member.

B. Unfinished Work: Even if final payments are made, if member discovers an unfinished job that should have been completed, contract vendor shall complete the work in a timely fashion at no additional cost.

7.16. Public Works

A. Preservation: Contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

B. Receipt of Public Funds: Contract vendors and subcontractors will meet the requirements of A.R.S. Title 34, Article 3, for eligibility to receive public funds.

C. Residency Requirement: A.R.S. § 34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in A.R.S. § 34-321 as “a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements.” It shall be the responsibility of contract vendor to comply with these laws, when applicable.

D. Restoration: Contract vendor shall repair, rebuild, or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at contract vendor’s expense and is not subject to reimbursement by member.

E. Public Building Rules, Regulations, and Codes: Construction work on public buildings shall comply with the state fire code unless a fire code has been adopted by the city, town, county, or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county, or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. “Public Building” means a building or appurtenance to a building that is built in whole or in part with public monies (see A.R.S. § 34-461).

7.17. Retention

A. Retention Requirement: Ten (10) percent of all contract payments shall be retained by member as insurance of proper performance of contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to contract vendor if contract vendor requests payment and if member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

B. Substitute Security: If member and contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D, E, F, G), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, contract vendor must provide Mohave and member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or member in relationship to the security assigned.

7.18. Rules, Regulations, and Codes

A. Certification of Personnel Regarding Renovations, Repair, and Painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency,

40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information (<http://www.epa.gov/>).

B. Compliance: All work will be accomplished in conformance to current applicable OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, contract vendor must inform member of the situation. Contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

C. Hazard Notification: Contract vendor must advise member whenever work is expected to be hazardous.

D. Liens/Serial Numbers: All materials shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

7.19. Surety Companies

Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance (www.insurance.az.gov).

7.20. Worksite

A. Site Access: Member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

B. Site Conditions: The condition of the site before start up shall be agreed upon between member and contract vendor and shall be written into the contract.

8. Pricing Information / Price Workbook Instructions

Pricing Workbook is located in Attachments, download the workbook from there, complete and upload in Vendor Submissions 9.2

Failure to complete and submit the 26N Synthetic and Natural Turf Sports Field Systems Price workbook shall render your bid non-responsive.

In addition to the workbook, failure to provide all applicable price schedules (e.g., manufacturer's suggested retail price list) may render your bid as non-responsive; or limit any awarded contract to only the pricing provided.

- A. All bidders shall complete the Summary Sections 1-6 worksheets of the 26N Synthetic and Natural Turf Sports Field Systems workbook titled **"IFB 26N pricing workbook.xlsx"**. This shall be uploaded to OpenGov Procurement, along with your bid.
- B. In addition to the workbook referenced in letter A above, bidder may provide additional price schedule(s), (e.g., manufacturer's suggested retail price list). However, all price schedules shall follow the format and provide the information as detailed in the product and services pricing description or instructions. All additional price schedules shall be uploaded to OpenGov Procurement. **(See Electronic Pricing Formats below)**.
- C. The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement.
- D. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Bidders shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated shipping, sales or use tax, bonds, transportation, lodging, mileage, and/or M&IE.*
- E. Percent of discount off manufacturer's price list or catalog offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.
- F. Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable and shall be rejected.
- G. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
- H. Products and/or services listed as "call for quote", "TBD", "TBA", or other similar undefined pricing are not acceptable. All products and/or services provided with your bid must contain a specific price in order to be considered for inclusion under an awarded contract.
- I. Mohave serves members throughout Arizona. Our goal is to provide good value on our contracts for all members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.
- J. The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Electronic Pricing Formats

Mohave provides its members access to searchable electronic pricing under an awarded contract so member may perform their due diligence. Preferred acceptable electronic pricing formats are:

- Excel formatted workbooks that are unsecured.
- PDF formatted documents that are unsecured and searchable.

Manually scanned, unsearchable, and/or unreadable pricing pages are not considered an acceptable electronic pricing format.

8.1. Price Workbook Summary Section One – Shipping, Restock, and Bond Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter “N/A”.
- *No administration fee is charged on restock fees, or separately stated shipping, or bonds.*

8.2. Price Workbook Summary Section Two – Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter “N/A”.
- Lodging, meals and incidental expenses, mileage, mobilization, or travel/drive rates shall be included in this section
- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable in the pricing workbook.
- For convenience, reimbursements at rates as per the General Accounting Office’s publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The Travel Policy is available for download at <https://gao.az.gov/travel/travel-information>. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Indicate that you are using current state rates in the workbook.

- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates and mobilization.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

8.3. [Price Workbook Summary Section Three – Fees](#)

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter “N/A”.
- Add additional line items as necessary to describe all of your fees and service rates.
- *The Mohave price shall include Mohave’s 1% administration fee.*

8.4. [Price Workbook Summary Section Four – Service and Labor Rates](#)

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter “N/A”.
- Add additional line items as necessary to describe all of your labor rates.
- *The Mohave price shall include Mohave’s 1% administration fee.*

8.5. [Price Workbook Summary Section Five – Discount Information](#)

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter “N/A”.
- Include the name of the manufacturer, a brief description of the type of products they offer, the discount off MSRP, as well as shipping and warranty information for that manufacturer.
- Add additional line items as necessary to describe all of your product lines.
- *The Mohave price shall include Mohave’s 1% administration fee.*

8.6. [Price Workbook Summary Section Six – Volume Discount Information](#)

- All cells that require information are highlighted in yellow.

- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter “N/A”.
- Include the purchase level necessary to qualify for the discount, as well as the additional discount amount.
- Add additional line items as necessary to describe all of your volume discounts.

8.7. Product & Services Pricing

- Your firm’s response to Vendor Submissions 6.5 shall match the pricing workbook information.
Do not enter both MSRP Price and Fixed price for any single item.
- As applicable, include the Manufacturer, Part Number, Description, Unit of Measure, Additional Mobilization/travel Charges, and Freight for each product or service offered in the “**MANUFACTURER**”, “**PART NUMBER**”, “**DESCRIPTION**”, “**Unit of Measure**”, “**Additional Mobilization/travel Charges (if applicable)**”, and “**Freight (if applicable)**” columns.
- Add additional line items as necessary.
- Manufacturers and discounts offered should match those provided in the price workbook Summary Section Five.
- ***The Mohave price shall include Mohave’s 1% administration fee.***
- **If you are bidding Percent off MSRP pricing**, enter the pricing information in the columns titled “**MSRP PRICE**” and “**DISCOUNT**”. The “**Mohave Price (with Admin. Fee)**” column contains a formula that will automatically apply the discount from the “Discount” column to the MSRP price contained in the “MSRP Price” column.
- **Do not enter information into the cells contained in the “Mohave Price (With Admin. Fee)” column. Doing so will override the built in formula.**
- If MSRP pricing is provided, delete the “Fixed Price (With Admin. Fee)” Column.
- **If you are bidding Fixed pricing**, enter the pricing information in the column titled “**Fixed Price (With Admin. Fee).**”
- If Fixed pricing is provided, delete the “MSRP PRICE”, “DISCOUNT”, and “Mohave Price (with Admin. Fee)” columns.
- Additional price schedule(s) (e.g., manufacturer’s suggested retail price lists) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.

8.8. [Ext Warranty - Maintenance Services](#)

- For Extended Warranty and Annual Maintenance Information, replace the instructional text by typing your information into text box. If the information does not apply, enter "N/A".
- Include the manufacturer name, product or service description, warranty information (if applicable), and pricing for any extended warranty and annual maintenance offerings.
- For turf maintenance services or other ongoing support services applicable to synthetic or natural turf sports field systems, include "**Part Number**" (if applicable), "**Description**" of service, "**Unit of Measure**", "**Fixed Price (with Admin. Fee)**", "**Additional Mobilization/travel Charges (if applicable)**", and "**Freight (if applicable)**". If the information does not apply, enter "N/A".
- *The Mohave price shall include Mohave's 1% administration fee.*

9. Vendor Submissions

9.1. Response Confirmations

9.1.1. *Invitation for Bid Requirements**

Did you read through and confirm that you met all of the bid requirements in the solicitation?

- ☐ Yes
☐ No

*Response required

9.1.2. *Embedded Attachments or Documents**

Vendors must upload all attachments and supporting documents as separate files within the OpenGov portal. Embedded documents or hyperlinks that direct the reviewer outside of OpenGov are not permitted. Any document referenced in the response must be uploaded in its entirety.

Failure to comply may result in the response being deemed non-responsive.

- ☐ Please confirm

*Response required

9.1.3. *Provide confirmation of your understanding that Mohave is not responsible for any unsuccessful submission of documents to the OpenGov Procurement website.**

- ☐ Please confirm

*Response required

9.2. Scope of Work - Specifications

9.2.1. *Complete Specifications Table and Upload** **Available in Attachments**

Purpose of specifications: Specifications are designed to enable bidder 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 bidder believes a specification is unnecessarily restrictive, bidder must notify Mohave prior to specified bid due date and time.

Download, review and annotate each specification, complete the Scope of Work and Specification Acceptance form, and upload completed specifications document (include all exception/deviation explanations).

*Response required

9.3. Bid Bond/Alternate Bid Security and Bonding Capacity

9.3.1. *Upload a copy of the Original Bid Bond/Alternate Bid Security** **Available in Attachments**

The original bid bond/alternate bid security (as detailed in the Special Terms and Conditions Bid Bonds and Bonding Capacity) in the amount of \$100,000 is to be mailed to Mohave Educational Services Cooperative, Inc., 211 N 7th St, Kingman Arizona 86401 in a sealed envelope with the following information clearly indicated on the envelope or package:

- IFB Number
- Bidder Name
- Mailing Address
- IFB Due Date and Time

The bid bond/alternative bid security shall be sent to Mohave's Kingman office by United States Postal Service Regular Mail. The original bid bond/alternate bid security shall be delivered, or a documented attempt of delivery by carrier, by the IFB's due date and time.

Mohave's Kingman offices are not regularly occupied and utilizes a secured mail box on premises. Mohave suggests using USPS Priority Mail to send the original bid bond. USPS Priority mail service includes tracking and delivery notification, at no additional cost. This service does not require a signature and the mail will be delivered to our secured mail box.

Failure to submit the original bid bond/alternate bid security may render your bid non-responsive.

(Note: Materials-only bid is exempt from the bid bond/alternate bid security requirement, provided bidder takes exception to Specification 1.1.02 in accordance with the Scope of Work and Specifications Acceptance Form.)

*Response required

9.3.2. Upload your Firm's Bonding Capacity Information*

The required minimum single job bonding capacity (as detailed in the Special Terms and Conditions Bid Bonds and Bonding capacity) for this contract shall be **\$2,500,000**. Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

- Your single job bonding capacity.
- Your aggregate bonding capacity.
- An agent of your licensed bonding agency shall sign the letter.

If the letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your bid, it shall render your bid non-responsive.

(Note: Materials-only bid is exempt from the Bonding Capacity Information, provided bidder takes exception to Specification 1.1.02 in accordance with the Scope of Work and Specifications Acceptance Form.)

*Response required

9.4. Required Documents, Confirmations, and Clarifications

9.4.1. Upload completed and signed Bid and Acceptance Form. *

Available in Attachments

Failure to sign the Bid and Acceptance Form shall render bid non-responsive.

*Response required

9.4.2. Were any amendment(s) issued?*

Review project Addenda & Notices tab for any issued amendments.

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.3. Upload the signed amendment(s). *

*Response required

9.4.4. Does your response contain confidential and/or proprietary information?*

Any documentation marked as confidential or proprietary must be identified. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- **Pricing shall not be considered as confidential information.**
- **Financial information shall be considered as confidential information.**
- **Your entire bid and any publicly known or available information shall not be considered as confidential/proprietary information.**

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.5. Identify all confidential/proprietary information.

Confidential/proprietary materials have been included with this bid. Bidders shall identify below any portion of their bid they deem confidential or proprietary as specified in the General Terms and Conditions 6. Confidential Information

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 bidder and Mohave prior to any public disclosure.

9.4.6. Has your firm had any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five (5) years?*

- ☐ Yes
☐ No

*Response required

When equals "Yes"

9.4.7. Upload letter detailing action taken.*

Bidder shall include a letter in its bid 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 bidder 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.

*Response required

9.4.8. Special Terms and Conditions Acceptance*

Providing a signed Bid and Acceptance Form certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Does your firm accept the Special Terms and Conditions and take no exceptions/deviations to the Special Terms and Conditions?

- ☐ Yes
☐ No

*Response required

When equals "No"

9.4.9. List all Exceptions or Deviations to the Special Terms and Conditions*

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.

(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 may remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

*Response required

9.4.10. General Terms and Conditions Acceptance*

Providing a signed Bid and Acceptance Form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Does your firm accept the General Terms and Conditions and take no exceptions/deviations to the General Terms and Conditions?

☐ Yes

☐ No

*Response required

When equals "No"

9.4.11. List all Exceptions or Deviations to the General Terms and Conditions*

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.

(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 may remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

*Response required

9.4.12. Standard Terms and Conditions for Construction Acceptance*

Providing a signed Bid and Acceptance Form certifies complete acceptance of the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Does your firm accept the Standard Terms and Conditions for Construction and take no exceptions/deviations to the General Terms and Conditions?

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.13. List all Exceptions or Deviations to the Standard Terms and Condition for Construction.*

We take the following exceptions/deviations to the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Standard Terms and Conditions for Construction.

(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 may remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

*Response required

9.4.14. Upload a completed and signed Anti-Lobbying Certification Form. *
Available in Attachments

Failure to submit an Anti-Lobbying Certification Form shall render your bid non-responsive.

*Response required

9.4.15. Upload a completed and signed USDA Form AD-1048. *
Available in Attachments

Failure to submit USDA Form AD-1048 shall render your bid non-responsive.

*Response required

9.4.16. Upload a completed and signed EDGAR Certification. *
Available in Attachments

Failure to submit an EDGAR Certification shall render your bid non-responsive.

*Response required

9.5. Vendor Qualification Documents

9.5.1. Provide a current, completed copy of your firm's IRS W-9. *

*Response required

9.5.2. Provide Financial Information (Bank Letter, Audited Financials, or Letter from Major Suppliers) *

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 bids and will not be made available to the public.

Bidders 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. Bidders 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.

*Response required

9.5.3. *Provide evidence of current insurance coverage. **

Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverages as stated within the requirements Special Term and Condition - Insurance. 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.

*Response required

9.6. Primary Vendor Information - Method of Approach

9.6.1. *Upload Completed Project Plan**

Bidder shall provide a project plan describing how it will implement and administer the offered products and services under an awarded contract.

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.
- b. Communication process with Mohave and its members.
- c. Standard delivery time for products/services after receipt of purchase order.
- d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract.
- e. Specific value-added services that may benefit members.
- f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.
- g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

*Response required

9.6.2. *Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract? (Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)**

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

9.6.3. *If "Yes," 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? **

*Response required

9.6.4. *Is your firm providing statewide services?**

If your response is regional or county specific, respond no and complete next question.

- ☐ Yes
☐ No

*Response required

When equals "No"

9.6.5. *If your firm is providing regional or county specific services, list the regions or counties that will be serviced.**

Note: If you are providing a regional or county specific bid, that bid shall cover all members within that region or county.

*Response required

9.6.6. *Will your firm service tribal areas within the state?**

Tribal areas may have additional tribal and/or federal requirements to quote and complete work within the tribal area.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

9.6.7. *List tribal areas that your firm will service.**

*Response required

9.6.8. *Indicate the Pricing Methodology that will be used under an awarded contract.**

If you are using fixed pricing, in the next question you will be required to outline any contingencies for economic price adjustments.

- ☐ 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.

*Response required

9.6.9. *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 bid are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

9.7. Primary Vendor Information - Qualifications and Experience

9.7.1. Upload completed About Firm Questionnaire*

Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:

- a. Provide a short narrative description of what you are offering for this contract.
- b. Provide a *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
- c. Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
- d. Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract.
- e. Indicate if you are an authorized dealer for the products/services in the bid, or if you are a producer, publisher, or manufacturer of the products/services in the bid.

*Response required

9.7.2. Upload Arizona Registrar of Contractors License(s).*

Contract vendor shall have a *current and maintain through the life of an awarded contract, Arizona contractor's* license from the Arizona Registrar of Contractors **A General Engineering, B-1 General Commercial Contractor, KB-1 Dual Building Contractor, or CR-21 Hardscaping and Irrigation System** in conjunction with **CR-67 Low Voltage Communication Systems** (if providing new or replacement of conduits for scoreboards or electric timing systems) license from Arizona Registrar of Contractors.

Bidders that are in the license application process shall provide evidence of application. An awarded contract will be contingent on a successful award of **A General Engineering, B-1 General Commercial Contractor, KB-1 Dual Building Contractor, or CR-21 Hardscaping and Irrigation System** in conjunction with **CR-67 Low Voltage Communication Systems** (if providing new or replacement of conduits for scoreboards or electric timing systems) license(s).

(Note: Materials-only bid is exempt from the Arizona Registrar of Contractors License(s) requirement, provided bidder takes exception to Specification 1.1.02 in accordance with the Scope of Work and Specifications Acceptance Form.)

*Response required

9.7.3. Upload Manufacturer Authorization / Dealer Letters.*

Provide a current manufacturer's authorization/dealer letters for each manufacturer you are offering. The following information should be on each manufacturer's letter:

- a. Manufacturer's name on their company letterhead with contact information of the manufacturer, including corporate address, phone number, and fax number.
- b. Recent date.
- c. Specific information detailing whether the entire manufacturer's product line is being offered for this IFB, or if only a portion or specific product lines have been authorized.
- d. The level or tier for the dealership. Provide details of what that level or tier entails, including what the

level/tier allows the dealer to do as representative of the manufacturer.

e. Information confirming if dealer is authorized to perform specific services for the manufacturer (e.g. installation services, warranty service work, and/or maintenance service work).

f. Information concerning restrictions on type of sales, if any.

g. Information or an indication if manufacturer would be willing to step in to provide sales, warranty work, or installation services if the dealer ceases to be in business.

h. Indication if the manufacturer would transfer authorization to another awarded Mohave contract vendor.

i. Authorized signature (e.g., manufacturer's corporate officer, regional manager), including contact information for phone, email and fax numbers.

If a manufacturer's letter is not provided with the submitted bid and pricing, the manufacturer's product line may be removed from consideration at Mohave's discretion.

*Response required

9.7.4. Upload response(s) to Supplementary Questions*

Describe any certifications, training, professional memberships, industry affiliations, or other credentials relevant to the installation, maintenance, testing, inspection, or management of synthetic or natural turf sports field systems. Examples may include credentials from organizations such as the American Sports Builders Association (ASBA), Synthetic Turf Council (STC), Sports Field Management Association (SFMA), or similar industry organizations. Provide copies of certifications or supporting documentation, if applicable.

*Response required

9.7.5. Within the last five (5) years, has your firm been involved in any past or pending litigation or mediation involving products or services your firm has provided?*

☐ Yes

☐ No

*Response required

When equals "Yes"

9.7.6. Describe litigation or mediation involving products or services provided by your firm. *

*Response required

9.7.7. Does your firm qualify as a small business, minority business, women's business enterprise, veteran-owned business, or a labor surplus area firm?*

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 businesses, minority businesses, women's business enterprises, veteran-owned businesses, or a labor surplus area firms were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small business, minority business, women's business enterprise, veteran-owned business, or a labor surplus area firm are for informational purposes only and shall not be a factor in the evaluation.

☐ Yes

☐ No

*Response required

9.7.8. Did you provide the web link for the Survey Monkey PPI survey to three (3) Arizona public agencies, other public agencies not located in Arizona, or private business entities?

☐ Please confirm

9.8. Contract Information for Firm and Sample Supplemental or End-User Agreement(s)

*9.8.1. Upload completed Contract Information for Firm form.**
Available in Attachments

*Response required

*9.8.2. Will members be required to sign supplemental or end-user agreements?**
Review Special Term and Condition - Contract vendor documents

For bids that include third-party software: You are not requested to provide any third-party software agreements in your response.

☐ Yes

☐ No

*Response required

When equals "Yes"

*9.8.3. Upload a sample of the supplemental or end-user agreements.**

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 (Entire agreement language may be allowed, if the following is included in a revised agreement “Terms and Conditions of IFB 26N-0917 and member purchase order”);
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your bid non-responsive.**

*Response required

9.9. Vendor Pricing

9.9.1. *Confirm that your Pricing Workbook is completely filled out.**

☐ Please confirm

*Response required

9.9.2. *Upload your completed Pricing Workbook and any price files, price lists, and/or catalogs.**

Available in Attachments

*Response required

9.10. Additional Information

9.10.1. *Does your firm have any additional information your firm would like to include in your response?**

☐ Yes

☐ No

*Response required

When equals "Yes"

9.10.2. *Upload any additional information your firm would like to include in your response.*

10. Bid Pricing

Note: Pricing provided in this Unverified Pricing Table will be read during the Bid opening, will be verified against the workbook provided, and may be used during the evaluation of the response.

IFB 26N-0917 UNVERIFIED BID PRICING

Line Item	Description	Unit of Measure	Cost	No Bid
1	Synthetic Turf System - Material Only	Square Foot		
2	Natural Turf Sod - Material Only	Square Foot		
3	Synthetic Turf System - With Installation	Square Foot		
4	Natural Turf Sod - With Installation	Square Foot		
5	Sports Field Drainage System - With Installation	Square Foot		
6	Athletic Field Striping and Marking Services	Square Foot		