

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
L.N. CURTIS AND SONS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of April 20, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and L.N. Curtis and Sons, Inc., a California corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 16K-LNCS-1202, dated December 2, 2016 (the "Mohave Contract"), with the Vendor for the purchase of fire turnouts and emergency services related equipment. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mohave Contract, at its discretion and with the agreement of the awarded Vendor, and the Mohave Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with one Blackhawk CFS breathing air compressor system, as more particularly set forth in Section 2 below (the "Equipment") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 1, 2017, unless terminated as otherwise provided in the Mohave Contract.

2. Scope of Work. Vendor shall provide to the Town the Equipment under the terms and conditions of the Mohave Contract and in the configuration as set forth in the Quotation attached hereto as Exhibit B and incorporated herein by reference.

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

4. Compensation. The Town shall pay Vendor an aggregate amount not to exceed \$52,153.96 for the Equipment at the unit rate set forth in the Mohave Contract and as more particularly set forth in the Quotation attached hereto as Exhibit B.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Equipment and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document the Equipment delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

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

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

8. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Mohave Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mohave Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mohave Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be “Mohave” (as defined in the Mohave Contract) for the purposes of the portions of the Mohave Contract that are incorporated herein by reference.

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

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Vendor: L.N. Curtis and Sons, Inc.
 4647 South 33rd Street
 Phoenix, Arizona 85040
 Attn: Gary Norton

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
L.N. CURTIS AND SONS, INC.

[Mohave Contract]

See following pages.

16K-LNCS-1202 L.N. Curtis and sons Award, Extension, and Amendment Documents

16K-LNCS-1202 Award Letter	2
16K-LNCS-1202 Offer and Acceptance Form	5
16K-0826 Signed Award Recommendation	6
16K-0826 Evaluator Agreements	8
16K-LNCS-1202 Federal and State Excluded Parties Documents	12
16K-LNCS-1202 Contract Extension Documents	15

Click section title to be taken directly to that section.



NOTIFICATION OF AWARD LETTER

November 2, 2016

Sent this day via email to bnorton@lncurtis.com

Brendon Norton, Manager
L.N. Curtis and sons
4647 S. 33rd St.
Phoenix, AZ 85208

Congratulations, L.N. Curtis and sons' response has been awarded a contract under RFP 16K-0826. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

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

Advise your Mohave customers to make purchase orders out to L.N. Curtis and sons. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 16K-0826 shall be made available for public inspection on November 2, 2016.

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

Your contract number is 16K-LNCS-1202 and will take effect on December 2, 2016.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.


Michael S. Carter, CPPB
Contract Specialist I

NOTES ON AWARD FOR: L.N. Curtis and sons

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #16K-LNCS-1202.
- Send requests for pricing updates to Michael Carter - michael@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is L.N. Curtis and sons.
 2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to L.N. Curtis and sons.
 3. L.N. Curtis and sons provides product/services.
 4. L.N. Curtis and sons invoices member.
 5. Member pays L.N. Curtis and sons.
 6. L.N. Curtis and sons sends Usage and Reconciliation Report to Mohave.
 7. L.N. Curtis and sons remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 11H-LNCS-1201.**
- Currently, you report activity under contract 11H-LNCS-1201 when members are invoiced, before payment is received. Confirm this will be the same reporting methodology under 16K-LNCS-1202. **Email confirmation to michael@mesc.org no later than November 18, 2016.**
- If no invoices were issued under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all 11H-LNCS-1201 purchases are closed:
 - Line item purchase orders that remain open under 11H-LNCS-1201 should be reported on 11H-LNCS-1201 reconciliation reports.
 - Blanket purchase order invoices with a ship date prior to, or on December 1, 2016 should be reported on the 11H-LNCS-1201 reconciliation report.
 - New purchase orders issued under the 16K-LNCS-1202 contract should be reported under 16K-LNCS-1202 reconciliation reports.
 - Blanket purchase order invoices with a ship date after December 1, 2016 should be reported on the 16K-LNCS-1202 reconciliation reports.
- Administration fee payments should be mailed to:

Mohave Educational Services
625 E. Beale St.
Kingman, AZ 86401

NOTES ON AWARD FOR: L.N. Curtis and sons

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to December 2, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before December 2, 2016. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until December 2, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to December 2, 2016 **is a violation of the contract**. Please ensure that your staff is aware of the effective date December 2, 2016, in order to avoid contract confusion.
- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to michael@mesc.org no later than November 18, 2016.**
- A copy of the workbook to be used under your awarded contract pricing is attached (filename: *Incs discount summary 120216.xlsx*). The manufacturers listed in Summary Section Five have been arranged in alphabetical order. Use the attached file for any revisions to this workbook. Confirm the information in the revised workbook is correct **to michael@mesc.org no later than November 18, 2016.**
- The price file titled, *Eagle Air Price List 2016.pdf* was provided in a secure format that does not allow additional information to be added. Mohave requests the security be removed from the file so that approval note and contract information may be added. Provide an unsecure price **to michael@mesc.org no later than November 18, 2016.**

Offer and Acceptance Form
(Place after Tab 1a)

RFP 16K-0826
Fire Turnouts and Emergency Services Related Equipment

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

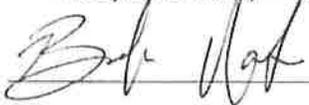
Federal Employer Identification Number 94-1214350

Company Name L.N. Curtis & sons

Address 4647 S. 33rd St. City Phoenix State AZ Zip 85208 85040 ^{mm}

Telephone Number 877-453-3911

The Offer and Acceptance Form should be submitted with a signature of the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the Offer And Acceptance Form, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature 

Printed Name Brendon Norton Title Manager

Primary Email BNorton@LNCurtis.com Alternate email AZSales@LNCurtis.com

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

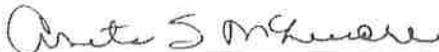
Your Proposal is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number 16K-LNCS-1202

Awarded this 2nd day of November 2016.

This contract shall be effective this 2nd day of December 2016.


Anita S. McLemore, C.P.M., ~~Interim~~ Executive Director
Mohave Educational Services Cooperative, Inc.



Date: November 1, 2016

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

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Michael Carter, CPPB, Contract Specialist I

Subject: Award Recommendation for RFP 16K-0826, Firefighter Turnouts and Related Equipment

On August 26, 2016 Mohave received two responses to RFP 16K-0826. All were determined to be acceptable for further consideration after the initial evaluation.

The offers were evaluated using the criteria set forth in the solicitation. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Brandon Nargessi	Kenneth Krebbs	Mary Brooks	Michael Carter	Average Rank
L.N. Curtis and sons	1	1	1	1	1.00
United Fire Equipment Company	2	2	2	2	2.00

Details for the recommended awards are as follows:

- L.N. Curtis and sons was the number one overall scoring offer. They have a large offering of firefighter turnouts and related equipment requested in the solicitation.

L.N. Curtis and sons was determined to be the most advantageous to Mohave for its members, and demonstrated the ability to effectively, and efficiently meet the needs of all our members' requirements for firefighter turnouts and related equipment products and services.

Award is recommended to the single offeror determined necessary to meet the members' requirements.

The offeror recommended for award is not on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contract under RFP 11H-0916 expires on December 1, 2016. It is recommended the award under RFP 16K-0826 take effect on December 2, 2016.

It is the recommendation of the evaluation committee that a contract be awarded to L.N. Curtis and sons for Firefighter Turnouts And Related Equipment.

Not recommended for award

United Fire Equipment Company – The original response included a limited scope of work requested in the RFP. An opportunity to include additional products and services was requested through a request for best and final offer. The best and final offer response did not include any additional offerings. The limited offer resulted in a lower score. There was no apparent additional products or services not included in the recommended offeror for award to substantiate award of this lower scoring proposal. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

Received Late (Not Considered)

None

RFP 16K-0826 Award Recommendation

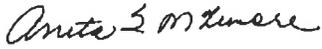
Approval of the #16K-0826 award as recommended:



Signature: _____

Date: 11/1/16

Mark DiBlasi, CPPB
Contracts Manager



Signature: _____

Date: 11/2/16

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

MOHAVE RFP 16K-0826 EVALUATOR AGREEMENT

NAME Michael Carter TITLE Contract Specialist, I
EMPLOYER MESC PHONE _____
ADDRESS _____

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave. I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

Please read the following statements duplicated from the RFP prior to evaluation:

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

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

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

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

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

NOTE: Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. Your signature below indicates understanding that we may publicly recognize your help with the evaluation process. If you do not wish to be thanked in this manner, please indicate that below.

Please check one of the following:

I have no conflict of interest.

I have attached a statement of potential conflict of interest.

Signature  Date 9/6/16

Signature by Mohave: 

MOHAVE RFP 16K-0826 EVALUATOR AGREEMENT

NAME BRANDON NARGESSI TITLE COORDINATOR
EMPLOYER YAVAPAI COLLEGE PHONE 928-649-5484
ADDRESS 6955 PANTHER PATH PRESCOTT VALLEY AZ, 86314

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave. I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

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- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

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

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Please check one of the following:

I have no conflict of interest.

I have attached a statement of potential conflict of interest.

Signature [Signature] Date 9-1-16

Signature by Mohave: [Signature]

MOHAVE RFP 16K-0826 EVALUATOR AGREEMENT

NAME Ken Krebs TITLE Director, Fire Science
EMPLOYER Yavapai College PHONE 928-717-7924
ADDRESS 6955 Panther Path, Prescott Valley, Az. 86314

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave. I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

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- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
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Please check one of the following:

I have no conflict of interest.

I have attached a statement of potential conflict of interest.

Signature [Handwritten Signature] Date 9/1/14

Signature by Mohave: Amita S. M. Zure

MOHAVE RFP 16K-0826 EVALUATOR AGREEMENT

NAME Mary Brooks TITLE Audit Specialist
EMPLOYER MESC PHONE 928-718-3221
ADDRESS 125 E. Beale St., Kingman, Az 86401

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave. I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

Please read the following statements duplicated from the RFP prior to evaluation:

Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

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

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

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

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

NOTE: Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. Your signature below indicates understanding that we may publicly recognize your help with the evaluation process. If you do not wish to be thanked in this manner, please indicate that below.

Please check one of the following:

I have no conflict of interest.

I have attached a statement of potential conflict of interest.

Signature Mary Brooks Date 9/13/16

Signature by Mohave: Arnie S. Moore

SAM Search Results
List of records matching your search for :

Search Term : In curtis* and* sons*
Record Status: Active

ENTITY L.N. Curtis and Sons	Status:Active
DUNS: 009224163 +4:	CAGE Code: 5E720 DoDAAC:
Expiration Date: Jul 6, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 1800 Peralta St City: Oakland	State/Province: CALIFORNIA
ZIP Code: 94607-1603	Country: UNITED STATES

ENTITY L.N. CURTIS AND SONS	Status:Active
DUNS: 612593231 +4:	CAGE Code: 6SCW4 DoDAAC:
Expiration Date: Feb 20, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 16821 Knott Ave City: La Mirada	State/Province: CALIFORNIA
ZIP Code: 90638-6014	Country: UNITED STATES



State Procurement Office

The online home of the Arizona State Procurement Office

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- [RESOURCES \(/ADMINISTRATION-POLICY\)](#)
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- [VENDOR RESOURCES \(/CONTRACTOR-RESOURCE\)](#)
- [PROCUREMENT REFORM \(/PROCUREMENT-REFORM-0\)](#)
- [COMPLIANCE HOTLINE \(/ADMINISTRATION-POLICY/COMPLIANCE/E-COMPLY\)](#)

PROCUREAZ FOR VENDORS

SPO also provides a number of resources specifically for Vendors associated with the use of the...

[Read More \(https://spo.az.gov/contractor-resources/procureaz-resources-for-vendors\)](https://spo.az.gov/contractor-resources/procureaz-resources-for-vendors)

STATE PROCUREMENT ACTIVITIES

In accordance with ARS 41-753, notice of significant procurement role activities currently...

[Read More \(https://spo.az.gov/state-procurement-activities\)](https://spo.az.gov/state-procurement-activities)

PROCUREMENT OPPORTUNITIES

ProcureAZ - Statewide, Multi-Agency and Agency solicitation notices posted within the State's...

[Read More \(https://spo.az.gov/contractor-resources/notice-opportunities\)](https://spo.az.gov/contractor-resources/notice-opportunities)

Suspended and Debarred Firms

- [Procurement Resource Library \(/administration-policy/state-procurement-resource\)](/administration-policy/state-procurement-resource)
- [Procurement Regulations \(/administration-policy/state-procurement-resource/procurement-regulations\)](/administration-policy/state-procurement-resource/procurement-regulations)
- [Standard Procedures \(/administration-policy/state-procurement-resource/standard-procedures\)](/administration-policy/state-procurement-resource/standard-procedures)
- [Forms and Documents \(/administration-policy/state-procurement-resource/standard-forms-and-documents\)](/administration-policy/state-procurement-resource/standard-forms-and-documents)
- [Suspended and Debarred Firms \(/administration-policy/state-procurement-resource/suspended-debarred-firms\)](/administration-policy/state-procurement-resource/suspended-debarred-firms)

SUSPENDED AND DEBARRED FIRMS

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

THERE ARE NO SUSPENDED OR DEBARRED FIRMS AT THIS TIME.

RESOURCES

[State Procurement Resource Library \(/administration-policy/state-procurement-resource\)](/administration-policy/state-procurement-resource)

[Agency Procurement Authority \(/administration-policy/agency-procurement-authority\)](/administration-policy/agency-procurement-authority)

[Professional Services \(/procurement-services/professional-services\)](/procurement-services/professional-services)

[Compliance \(/administration-policy/compliance\)](/administration-policy/compliance)

PROCUREAZ HELP DESK SUPPORT

602-542-7600

ProcureAZ Phone Support - Monday thru Friday 8:00am to 5:00pm. Voicemail is available at other times.

Please feel free to email the help desk and specify the issue in the subject area.

procure@azdoa.gov
<mailto:procure@azdoa.gov>

ARIZONA'S EPROCUREMENT
SYSTEM AND VENDOR
REGISTRATION



(HTTPS://PROCURE.AZ.GOV/)

COMPLIANCE HOTLINE

Procurement 
Compliance Hotline

(<https://spo.az.gov/administration-policy/compliance/e-comply>)

 **ADOA-SPO**
State Procurement Office

THE ONLINE HOME OF THE ARIZONA STATE
PROCUREMENT OFFICE

Contact Us (/contact-us)

State Procurement Office, ADOA

Building

100 N. 15th Ave., Suite 201

Phoenix, AZ 85007

Find in Google Maps

(<https://www.google.com/maps/place/100+N+15th+Ave+%23201/@33.4490935,-112.0711111,15z>)

Phone: 602-542-5511

Fax: 602-542-5508



(<https://www.google.com/maps/place/>)



16K-LNCS-1202

Contract Extensions

8/7/15 EH

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org

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Click section title to be taken directly to that section.

6/7/16 EH



Via Email
bnorton@lncurtis.com

**REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 16K-0826**

FIREFIGHTER TURNOUTS AND RELATED EQUIPMENT

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 16K-0826.

BEST AND FINAL OFFER DUE DATE: Tuesday, October 4, 2016 at 3:00 p.m. (local time)

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

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 16K-0826, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Offeror's are advised herein that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. ***Faxed best and final offers cannot be accepted.***

CONTACT PERSON: MICHAEL CARTER, CONTRACT SPECIALIST I

PHONE: (928) 718-3222

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

DATE: September 26, 2016

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Brendon Norton, Manager

Firm: L.N. Curtis and sons

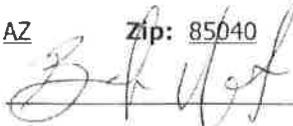
Address: 4647 S. 33rd St.

City: Phoenix

State: AZ

Zip: 85040

Phone: 602-453-3911

Signature: 

Date: 9/30/2016

Title: Operations & Customer Service Manager

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org

**Request for Proposal 16K-0826 – Firefighter Turnouts and Related Equipment
L.N. Curtis and sons**

REQUEST FOR BEST AND FINAL OFFERS

*NOTE: Mohave has completed its initial review of your response to RFP 16K-0826, and is requesting the following information to better understand your offer. Please carefully review and answer the questions that follow. Provide only the information requested. **Do not provide another complete copy of your initial response.** Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your immediate previous offer will be construed as your best and final offer.*

NOTE: YOUR ANSWERS TO QUESTIONS 7A – G, 10A, B AND 11 MAY REQUIRE REVISIONS AND/OR CLARIFICATIONS TO YOUR PRICING WORKBOOK. PROVIDE A REVISED COPY OF YOUR PRICING WORKBOOK IN ELECTRONIC FORMAT ON CD OR USB THUMB DRIVE WITH YOUR BEST AND FINAL OFFER.

BEST AND FINAL OFFER SUBMITTAL

1. The State of Arizona has added the following requirement to the Arizona Revised Statutes, Title 35 – Public Finances. This requirement is added to General Term and Condition 5, Certification and shall now be made part of the terms and conditions of an awarded contract:

Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

- Provide your confirmation and acceptance of compliance to this new requirement.
- ❖ **RESPONSE: L.N. Curtis & sons complies with ARS §35-393.01 and certifies that we are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.**

2. Mohave has revised the Special Term and Condition 13.2 of RFP 16K-0826 to the following and shall now be made part of the terms and conditions of an awarded contract:

Conditions for contract extension 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. 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.

- Provide your understanding and acceptance of this revised requirement.
- ❖ **RESPONSE: L.N. Curtis & sons understands and complies with this revised requirement.**

3. NFPA, OSHA, and other industry organizations appear to include standards and/or recommended life spans from the date of manufacture for some firefighter apparel and gear, such as fire turnouts, SCBA systems and cylinders. It appears your offer includes these products that may have a life span from the date of manufacture. If so, provide the following additional information:

- a. Does your firm identify any product that has a required or recommended life span by the NFPA, OSHA, and other industry organizations?

❖ **RESPONSE: No, L.N. Curtis & sons does not identify a life span, this is however identified by NFPA and other industry organizations. These products included Firefighter Structural Personal Protective Equipment, Fire Hose, and SCBA Cylinders.**

- b. How are these products identified to the member?

❖ **RESPONSE: These products are identified by the date of manufacture on labeled on the product. Firefighter Structural Personal Protective Equipment has a requirement of 10 years per NFPA 1951, Fire hose has a requirement of 10 years per NFPA 1962, and SCBA Cylinders has a requirement of 15 years per NFPA 1981.**

**Request for Proposal 16K-0826 – Firefighter Turnouts and Related Equipment
L.N. Curtis and sons**

- c. Is there a maximum amount of time allowed to be carried in the manufacturers'; the distributors'; and/or your inventory prior to the date of shipping?
- ❖ **RESPONSE: No there is not a maximum amount of time allowed to carry inventory prior to the date of shipping**
- d. Do members have the option to refuse products that do not include a recent manufacturing date? Provide acceptable timelines for refusal. (e.g. products with manufacture dating from 90, 120, 150 or more days.)
- ❖ **RESPONSE: There are no established options to refuse products based on date of manufacture as it applies to NFPA standards. We try to maintain inventory that does not exceed a date of manufacture of one year however we are willing to discuss any concern a member may have about the date of manufacture on a product.**
- e. Is the date of manufacturer clearly marked on the item and location identified to member?
- ❖ **RESPONSE: Yes, date of manufacture is clearly marked on the items that have a required life span. All PPE related products will be identified by a label on the inside of the product. Fire hose and SCBA Cylinders date of manufacture is listed on the external part of the product.**
4. Your response indicated a deviation to Specification Requirement 1.7.08 after Tab 1e, but did not include the explanation of this deviation on the Scope of Work and Specifications Acceptance Form. Provide the explanation of the deviation to this requirement.
- ❖ **RESPONSE: We partially bid this specification; we no bid caution tape, cones, flares, and barricades.**
5. Your response to Specification Requirements 1.8.01 and 1.8.02 were not indicated as "Comply" or "Deviate." Confirm if your response is "Comply" or "Deviate" to these requirements. Include the explanation of any deviations to the requirements.
- ❖ **RESPONSE: We do comply with both of these specifications requirements.**
6. Method of Approach, Question #3 stated no subcontractors would be used. However, ECMS offers services for alterations and repairs to fire turnouts, apparel, and footwear. ECMS appears to be a firm that would be subcontracted under an awarded contract for these services. Confirm if ECMS will be subcontracted to perform the services under an awarded contract.
- ❖ **RESPONSE: Yes, ECMS would be considered a subcontractor under an awarded contract for these services.**
7. Your electronic workbook after Tab 3a requires the following additional information:
- a. The response to Summary Section One, Restock Fees Description appears that a member may return any manufacturer's products under an awarded contract. However, some manufacturer's price files state that custom made or obsolete products are non-returnable. Clarify if these restrictions need to be added to the Summary Section One, Restock Fees Description.
- ❖ **RESPONSE: Yes some restrictions need to be added to the Summary Section One, Restock Fees Description. See revised electronic price workbook.**
- b. The response to Summary Section Five listed the following manufacturers, *All American Fire Hose, Fol-Da-Tank, Nupla, Paratech* and *Tempest*. Price lists for these manufacturers were not found. Confirm if products will be offered from these manufacturers. Provide current pricing for the manufacturers to be offered under an awarded contract.
- ❖ **RESPONSE: Yes products will be offered from these manufactures. These manufactures most current electronic price lists are included in the electronic CD we are submitting with our Best and Final Offer.**

**Request for Proposal 16K-0826 – Firefighter Turnouts and Related Equipment
L.N. Curtis and sons**

- c. Summary Section Seven did not include information for annual maintenance. Price file titled, *Curtis Care Service Pricing.pdf* appears to include maintenance pricing. Confirm if Curtis Care Service includes maintenance on a regular scheduled basis. If so, include a reference to Curtis Care Service Pricing in revised Summary Section Seven.
- ❖ **RESPONSE: Yes Curtis Care Service included maintenance on a regular scheduled basis. We have included a reference to Curtis Care Service Pricing in the revised Summary Section Seven.**
- d. Price lists from *Groves Ready Rack* and *PGI* are dated from 2013. Confirm that the price lists are current pricing for these manufacturers.
- ❖ **RESPONSE: It has been found that a more current price list is available for Groves Ready Rack dated 2015, this electronic price list is included on the submitted CD. The price lists submitted for PGI are current price lists for this manufacture; however, we have included an additional price list for PGI that is included under the PGI Fireline discount schedule.**
- e. Price lists from *Firefighters Bookstore*, *Indian Spring*, *Kappler*, *North American Fire Hose*, *Red Head Brass* and *Waterous* are dated from 2015. Confirm that the price lists are current pricing for these manufacturers.
- ❖ **RESPONSE: It has been found that a more current price list is available for Kappler dated 2016, this electronic price list is included on the submitted CD. Firefighters' Bookstore, Indian Springs, North American Fire Hose, Red Head Brass, and Waterous price lists dated 2015 are still current.**
- f. Price list titled, *FSI North America Price List 2016.pdf* included pricing as "POA" and the statement, "please ask FSI for current/updated systems and prices since these offered ones are being updated at this time" for some products listed. Provide a definition for "POA." Confirm that products with the "please ask FSI..." statements shall be submitted to Mohave prior to quoting member under an awarded contract.
- ❖ **RESPONSE: POA defines as Price on Application. This means that these items are custom built and the price varies depending on application. In this case and for products that state "Please ask FSI", pricing will be submitted Mohave prior to quoting member under an awarded contract.**
- g. Price file titled, *Hurst 5,000PSI Price List 2016.pdf* included "NLA" as pricing for some products. Provide a definition for "NLA."
- ❖ **RESPONSE: NLA means "No Longer Available".**
8. Your electronic pricing after Tab 3a included price lists with one or more of the following statements, "call for pricing," "call for price," "quoted" or "custom quote." Mohave shall approve all pricing prior to offering to member under an awarded contract. Confirm that any pricing for products and services with "call for pricing," "call for price," "quoted" and/or "custom quote" shall be submitted to Mohave prior to quoting member under an awarded contract.
- ❖ **RESPONSE: We will submit all pricing to Mohave prior to quoting member under an awarded contract.**
9. Your electronic pricing included manufacturers' price lists that contained additional terms and conditions that conflict with the RFP (e.g. payment terms, F.O.B. Origin, pricing subject to change without notice, acceptance of additional terms). Confirm that the terms and conditions of the RFP, any best and final offer, and the members purchase order shall prevail under an awarded contract.
- ❖ **RESPONSE: Terms and condition as a result of an awarded contract from this RFP will prevail any manufactures' price list terms and conditions.**

**Request for Proposal 16K-0826 – Firefighter Turnouts and Related Equipment
L.N. Curtis and sons**

10. Your electronic and printed paper pricing included a price file titled, *Curtis Care Service Pricing.pdf* that requires the following additional information:

a. Includes "call for pricing" for Draeger parts. The electronic workbook submitted in your offer appears to include parts for Draeger. Confirm that Draeger pricing in your electronic workbook includes parts that may be used for servicing. Provide a revised price file to include where parts pricing is located.

❖ **RESPONSE: Yes pricing for Draeger parts pricing can be used for services. This pricing can be found under the Draeger Level 1, 2, 3, & 4 price lists submitted with our original response. These price files have been included again on our electronic CD included with this submission.**

b. A statement was included for minimum service order fee for service calls requiring travel outside the 48 contiguous United States. This does not appear to be applicable to members within Arizona. Confirm minimum service order fee for service calls requiring travel outside the 48 contiguous United States is not applicable to members in Arizona under an awarded contract.

❖ **RESPONSE: This statement is not applicable to members in Arizona under an awarded contract.**

11. Mohave is considering a number of proposals for this contract. Pricing is very competitive.

- Please review your prices to determine if any additional discounts are available.
- If yes, provide a new comprehensive price schedule.
- If no, indicate "No Additional Discounts."

❖ **RESPONSE: No Additional Discounts**

Please Note: Courier delivery services (e.g. FedEx/UPS/USPS) consider Kingman, AZ a "rural" destination. As such, they do not guarantee overnight delivery by a specific time. Use caution when shipping your response using overnight delivery the day before the best and final due date.

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



**Amendment 1
Request for Proposal 16K-0826
Fire Turnouts and Emergency Services Related Equipment**

Amendment 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed proposals. Offerors shall formally acknowledge receipt of Amendment 1 by including this page, signing, and dating the following statement:

Amendment 1 is acknowledged by: *B. Norton*

Printed Name and Title: Brendon Norton, Manager

Name of Firm: L.N. Curtis & sons

Date: August 8, 2016

Place a signed copy of Amendment 1 after Tab 1b in your formal proposal binder.

Note: The published due date and time of August 26, 2016 at 3:00 p.m. (local Arizona time) remains unchanged.

SPECIFICATION 1.8 – Wildland Fire Gear Specifications REVISION:

Specification 1.8 – Wildland fire gear specification 1.8 has been revised to include apparel specific to wildland firefighting personnel. The following specification has been added to Specification 1.8:

Specifications	Comply	Deviate*
1.8 Wildland Fire Gear Specifications		
1.8.03 Wildland fire gear apparel may include, but not be limited to: pants, vests, shirts, boots, jackets and hats.	X	

All questions regarding Request for Proposal 16K-0826 should be directed to:

Michael Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

Anita S. McLemore

**Anita S. McLemore, C.P.M.
Interim Executive Director
Mohave Educational Services Cooperative, Inc.**

Publish Date: August 8, 2016

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

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

1. ADVERTISING

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

2. AVAILABILITY OF FUNDS

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

3. CANCELLATION

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

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

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

3.3. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

3.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

General Terms and Conditions
(Place after Tab 1c)

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

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Performing work or providing products, materials, processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

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

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

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

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

3.9. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

4. CAPTIONS, HEADINGS AND ILLUSTRATIONS

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

General Terms and Conditions
(Place after Tab 1c)

5. CERTIFICATION

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

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

6. CONFIDENTIAL INFORMATION

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

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

6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, with the exception of information deemed confidential by Mohave.

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7. CONFIRMATION/DISCUSSIONS

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

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

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

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

8. CONTRACT MANAGEMENT

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

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

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

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

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

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

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

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

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

8.9. Order cycle overview:

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

For Procurements made with purchase orders:

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

For Procurements made with Pcards:

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

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

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

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

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

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

9. COOPERATIVE PURCHASING

9.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

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

9.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

9.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has approximately 450 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 5) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

11.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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

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- 11.3. Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.
- 11.4. Exceptions/deviations to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.
- 11.5. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendment(s) contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.
- 11.6. Effect of price:** No contract shall be awarded solely on the basis of price.
- 11.7. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.
- A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.
- Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.
- 11.8. Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.
- 11.9. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.
- 11.10. Price workbook:** All offerors must complete the 16K Fire Turnouts and Emergency Services Related Equipment Workbook titled "**16k fire turnout and emergency equipment.xlsx**". Provide two (2) CDs, USBs, or similar electronic media devices with the completed workbook in your response. Failure to complete and submit the 16K Fire Turnouts and Emergency Services Related Equipment Workbook shall render your proposal nonresponsive. **Place after Tab 3a.** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 11.11. Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

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

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

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

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

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

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

12. FEDERAL and STATE REQUIREMENTS

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

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

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

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12.4. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

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

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

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

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

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

12.6. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

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12.7. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

12.8. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

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

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

12.11. Terrorism country divestments: In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

13. FORCE MAJEURE

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

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14. INDEMNIFICATION

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

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

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

15. LICENSES

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

16. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

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

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

17. ORDER OF PRECEDENCE

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

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

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18. ORDERING CYCLE

- 18.1. Acceptance of orders:** This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.
- 18.2. Audit of contract activity:** Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.
- 18.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.
- 18.4. Open order and status reports:** Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion. Add specific reporting requirements as applicable to this solicitation.
- 18.5. Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.
- 18.6. Purchase verification:** It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.
- 18.7. Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

19. PAYMENT

- 19.1. Contacting member about payment:** Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.
- 19.2. Contract vendor invoice:** All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.
- Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).
- 19.3. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.

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19.4. Correct invoicing: Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

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

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

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

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

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

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

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

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

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

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

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

20. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

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

General Terms and Conditions
(Place after Tab 1c)

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

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

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

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

21. PRODUCT LINES

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

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

21.3. New products/services: New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.

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

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

22. PROPOSAL OPENING

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

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23. PROSPECTIVE BIDDERS REGISTRATION

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

24. PROTESTS

Protests shall be filed with Anita McLemore, C.P.M., the Interim Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Interim Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. 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 Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

25. RIGHT TO ASSURANCE

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

26. SHIPPING

26.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the solicitation.

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

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

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(Place after Tab 1c)

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

27. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

28. TAXES

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

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

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

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

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

29. TIME (DEFINITION OF)

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

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

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

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

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

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

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

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

Special Terms and Conditions
(Place after Tab 1d)

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

1. CONSTRUCTION

Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

- *The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.*
- *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

2. DELIVERY

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

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

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

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

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

2.6. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified on the price workbook.

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

2.8. Title: Awarded contracts may include products for software. As such, references to "title" passing in the general terms and conditions are interpreted as "right to use" or similar.

3. FORM OF CONTRACT

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

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

3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

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

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(Place after Tab 1d)

4. INSTALLATION

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

5. INSURANCE

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

5.2. 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. Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverage as stated above. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

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

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

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

6. MAINTENANCE FACILITIES AND SUPPORT

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

7. MANUFACTURER SUPPORT

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

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8. MEMBER AGREEMENTS

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

9. OFFEROR QUALIFICATIONS

For products/services other than listed in Specification 1.1.01, it is preferred that the offeror 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 proposal and/or its own investigation of the company.

10. PRICING

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

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

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

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal). Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract; or
3. A combination of the above.

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

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

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

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

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- 10.5. Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of 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 shall be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.
- 10.6. Combination pricing:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
- 10.7. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 10.8. Discounts:** Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.
- 10.9. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.
- 10.10. Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.
- 10.11. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.
- 10.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.
- Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

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

•Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

11. SITE REQUIREMENTS

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

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

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

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

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

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

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

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

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11.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

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

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

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

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

12. SUBCONTRACTORS

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

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

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

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

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

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

13. TERM OF CONTRACT AND EXTENSION

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

13.2. Contract extension: Conditions for contract extension 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.

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

14. TRADE-IN EQUIPMENT/PRODUCTS

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

15. WARRANTY/QUALITY GUARANTEE

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

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

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

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

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

Note: See Best and Final Offer
For further details

Special Terms and Conditions
(Place after Tab 1d)

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

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

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

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

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

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

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

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

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

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

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for Fire Turnouts And Emergency Services Related Equipment as specified within this Request for Proposal. These products/services are requested for Mohave's statewide membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions.

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Akron, Angus, Ansul, Basofil, Chemguard, Crosstech, Coleman, dynax, DuPont, E-89, Eureka, FireLine, Gemini PBI, Glide, Haix, Hale, Iso-Dri, Keen, Kevlar, Key Fire Hose, Kidde, Lion Apparel, MSA, MSR, National Foam, Niedner, Nomex, North American Fire Hose, PBI Gold Plus, Scotchlite, Scott Health and Safety, SOG, Survivair, Teflon, True North, Tyco, Victorinox, and W.L. Gore. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

One contract vendor holds Mohave's current contract for the specified products and services. Activity under the contract from the effective date including year to date activity (as of the publication date of this RFP) is \$1,169,414. This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Request for Proposal Issued	July 29, 2016
Pre-proposal Conference Held	August 8, 2016 at 10:00 a.m. (local AZ time) Pre-proposal conference will be held using <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	August 19, 2016 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	August 26 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposal	August 26 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	November 1, 2016 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	December 2, 2016

Scope of Work
(Place after Tab 1e)

3. SUBMISSION OF PROPOSALS

- 3.1.** Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form*.
- 3.3.** A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

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

5. AWARD CRITERIA

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

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

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

- 1) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** Offer and Acceptance Form, amendments (if any), General and Special Terms and Conditions Acceptance Forms, Scope of Work, Specifications with exceptions/deviations noted, Scope of Work and Specifications Acceptance Form;
- 2) Primary Vendor Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;
- 3) Pricing Information:** Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, market basket pricing data (in paper and electronic format), and travel description, pricing methodology, volume discount information, quick pay discount information, Pcard acceptance information;
- 4) Supporting Contract Documents:** Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty or maintenance service plan information;
- 5) Additional Information:** Instructions to Offeror and Checklist Form, descriptive literature, slicks and any supporting printed data, additional information.

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

Center for Disease Control and Prevention; National Institute for Occupational Safety and Health (**NIOSH**): www.cdc.gov/niosh
Compressed Gas Association (**CGA**): www.cganet.com
International Organization for Standardization (**ISO**): www.iso.org
National Fire Protection Association (**NFPA**): www.nfpa.org
Underwriter Laboratories (**UL**): www.ul.com
United States Department of Transportation (**USDOT**): www.dot.gov

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

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must notify Mohave prior to specified proposal due date and time.

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

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

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

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

Specifications		Comply	Deviate*
1.1	Fire Turnouts And Emergency Services Related Equipment – General Specifications		
1.1.01	Installation, service, and repair of stationary foam systems for building, hanger, or other structure applications are not requested and shall not be allowed under an awarded contract.	X	
1.1.02	Awarded contracts may include sales of new fire extinguishers. However, service and repair of fire extinguishers is not requested and shall not be allowed under an awarded contract.	X	
1.2	Fire Turnouts Specifications		
1.2.01	Contract vendor shall be capable of supplying as few as one, or as many fire turnouts to outfit a full recruit class or departmental staff in an agreed upon delivery schedule with member.	X	
1.2.02	All materials and fabrics used in the manufacture of fire turnouts and accessories must meet current applicable NFPA industry standards for flammability and fire retardant. Turnouts shall include NFPA certification stamp/label and garment labeling and identification. Contract vendor agrees to provide certification or documentation of such standards compliance to member upon request.	X	
1.2.03	All fire turnouts and accessories being proposed shall be available in a variety of patterns, closure and/or fly options, styles and colors.	X	
1.2.04	Contract vendor shall supply to member upon request, the following to ensure proper sizing for personnel: sample fire turnouts, sizing charts and/or other information required for proper fitting of turnouts.	X	

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

1.2.05	Components for fire turnout coats and trousers, shall include, but not be limited to: outer shell, moisture barrier, thermal liner, retro-reflective trim, storm flaps, collar and throat strap, collar hanger loop, pleated back, back yoke, pockets, shoulder caps, cuffs, hook and loop fastening.	X	
1.2.06	Detachable moisture barrier/thermal liners from the outer shell are requested.	X	
1.2.07	Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes and inseam measurements.	X	
1.2.08	Fire turnout trousers shall include a traditional design with a short rise. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The fly flap closure shall provide thermal and moisture protection. Trousers options shall include, but not be limited to: suspender buttons, bellows pockets, flaps and other closures, take-up straps, knee pads, cuffs, suspender system and reflective trim.	X	
1.2.09	All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex (or equivalent) for fire and heat retardant. No raw edges shall exist on any fabric.	X	
1.2.10	Fire turnouts outer shell stress points, such as upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be reinforced with bar tacks, or other acceptable reinforcement material, or process.	X	
1.2.11	All front closures shall provide continuous thermal and moisture protection when closed.	X	
1.2.12	Special pockets and holders shall include, but not be limited to the application of the following equipment: radios, microphones, gloves, flashlights and self contained breathing apparatus (SCBA) facepieces.	X	
1.2.13	Fire turnout coats shall be fitted so that access to pockets shall not be compromised when SCBA is in place.	X	
1.2.14	Fire turnouts shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waistband of the trousers. This shall apply to the use of all rivets, snaps, hooks, d-rings, zippers, or any other metal used to assemble the coat or trousers.	X	
1.2.15	Removable accountability panels may be offered. Contract vendor may provide individual identification printed on each panel as supplied by the member. Accountability panel shall be provided with secure attachments. Accountability panels shall be interchangeable between garments. Accountability panels shall not lose their attachment abilities after continuous washings.	X	
1.2.16	Contract vendor shall include all specifications and/or information that includes at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information and maintenance and care with fire turnout quotations or proposals.	X	
1.2.17	Contract vendor shall offer to provide to member upon request, all copies of testing for material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL) and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.	X	
1.2.18	At least one kaumograph of the material manufacturer shall be stamped on the inside material of each garment.	X	

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

1.2.19	Member may require that all merchandise, (e.g. fire protective coats and trousers) be inspected before acceptance for workmanship, appearance, proper function of all components and conformance to these or member's requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements and return the unit(s) to member for re-inspection and acceptance.	X	
1.2.20	Fire turnouts may be offered with departmental identification such as lettering, member supplied logos, graphics, or other designs as requested. Pricing for these services shall be included in your submitted pricing after Tab 3a.	X	
1.2.21	The minimum length of warranty required under this contract for fire turnouts shall be 5 years.	X	
1.2.22	Fire turnouts for training purposes may be offered. Training turnouts offered are not required to meet current NFPA requirements. New, refurbished, or used fire turnouts may be offered as training turnouts. All training turnouts shall include identification for training purposes only.	X	
1.3	Fire Turnout Services and Maintenance Specifications		
1.3.01	Services for fire turnouts, such as repair, tailoring, inspection, testing and cleaning may be offered. Pricing for these services shall be included in your submitted pricing after Tab 3a.	X	
1.3.02	Fire turnout care and maintenance equipment may include, but not be limited to: powered washers and dryers (electric or gas), cleaning supplies and equipment, drying racks, hangers, hooks and repair kits.		X
1.4	Self Contained Breathing Apparatus (SCBA) Specifications		
1.4.01	SCBAs shall include open-circuit self-contained and/or closed-circuit systems.	X	
1.4.02	SCBAs shall be certified with current applicable NIOSH Code of Regulations for 30-, 45-, or 60-minute rated service life and for storage.	X	
1.4.03	SCBAs shall be compliant with all current applicable NFPA requirements for performance.	X	
1.4.04	All SCBAs electronic components shall be certified per current applicable UL standards for safety.	X	
1.4.05	SCBA facepieces shall be constructed to withstand a 30-foot drop onto concrete without sustaining breakage. Facepiece options may include Heads-Up Display (HUD).	X	
1.4.06	SCBA facepieces shall be constructed to: fit various facial shapes and sizes; contain a replaceable, non-shatter-type, polycarbonate (or equivalent) to provide a satisfactory field of vision; allow air to enter the facepiece in a manner that shall reduce the possibility of moisture accumulation on the lens; employ an adjustable strap headband assembly; contain an easily removable exhalation module; removable speaking diaphragm; have field-replaceable components throughout; removable nosecup; and a removable adapter onto which the second stage regulator attaches.	X	

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

<p>1.4.07 SCBA regulator system, intermediate pressure hose and the Rapid Intervention Crew/Company Universal Air Connection (RIC UAC) shall be designed to operate in two independent stages:</p> <ul style="list-style-type: none"> • First stage shall be mounted directly on the cylinder valve; • Second stage shall be designed to provide positive pressure during an NFPA breathing machine test at a minimum of 70-psi inlet pressure. <p>Regulator system shall be constructed to contain a pressure-reducing valve to reduce pressure from the cylinder; contain an over-pressurization relief valve; provide uniform flow performance throughout the full cylinder pressure range; include a metal inlet filter to retain particles of 30 microns or greater; and incorporate a RIC UAC.</p>		X
<p>1.4.08 SCBA harness and backpack shall be constructed so that tools are not required to: remove/replace any replaceable components, be readily adjustable for various wearer sizes and be constructed of materials that are resistant to high temperatures.</p>	X	
<p>1.4.09 SCBA shall include primary audible alarms and secondary (redundant) alarms.</p>	X	
<p>1.4.10 SCBA cylinders shall pass current applicable USDOT testing requirements for cylinder volume, weight, construction materials and maximum pressures.</p>	X	
<p>1.4.11 SCBA cylinder valve shall include gauges, handwheel with safety locking collar device and conform to current applicable CGA standards for thread connection for low and high pressure.</p>	X	
<p>1.4.12 Member shall be provided with all instructional/user guides, maintenance and care manuals for SCBA, replacement parts break-outs including part numbers and ordering information for replacement parts.</p>	X	
<p>1.5 SCBA Cylinder Recharging, Recharging Stations and Testing Certification Specifications</p>		
<p>1.5.01 Freestanding and portable SCBA cylinder recharging stations may be offered. A properly licensed contractor in accordance with manufacturer's installation instructions and any current applicable federal, state and/or local codes shall install freestanding stations. Pricing for these services shall be included in your submitted pricing after Tab 3a.</p>	X	
<p>1.5.02 Testing equipment for SCBA cylinders may be offered.</p>		X
<p>1.5.03 SCBA cylinder testing services may be provided. Member shall receive all testing certificates (pass or fail.) Pricing for these services shall be included in your submitted pricing, after Tab 3a.</p>	X	
<p>1.5.04 Mobile and contract vendor facility SCBA cylinder recharging services may be provided. Pricing for these services shall be included in your submitted pricing after Tab 3a.</p>		X
<p>1.6 Emergency Medical Service and First Aid Supplies Specifications</p>		
<p>1.6.01 Emergency Medical Service (EMS) and First Aid supplies and equipment may include, but not be limited to: airway maintenance, automated external defibrillators (AED's), bandages, emergency treatments, first aid kits, immobilization and extrication, infection control and hygiene, IV and drug delivery supplies, medical bags and kits, oxygen and resuscitation, patient transport equipment, pharmaceuticals and body bags.</p>		X

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

1.6.02	Diagnostic equipment may include, but not be limited to: blood pressure cuffs, defibrillators and accessories, diagnostic instruments and tests, ECG electrodes/defibrillation pads, Otoscopes and ophthalmoscopes, penlights, pulse oximeters, stethoscopes, thermometry, tongue depressors and ultrasound equipment.		X
1.7 Rescue, Extraction, Firefighting and Firefighter Equipment Specifications			
1.7.01	Firefighting and firefighter equipment may include, but not be limited to: axe holders, boots, clothing and accessories, eye protection/goggles, ventilation/fans, generators, portable power equipment, flashlights, batteries, fire helmets, decals, gear bags, gloves, radio straps and cases, tool pouches, gas detection, thermal imaging equipment, emergency fire shelters/tents, weather meters/instruments and salvage covers.	X	
1.7.02	Firefighting and firefighter attack tools may include, but not be limited to: axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools and accessories such as tool mounting hardware, replacement handles/blades, bar/chain oil and sharpening tools.	X	
1.7.03	Extraction tools and supplies may include, but not be limited to (both hydraulic and/or manual): cribbing, cutters, blankets, spreaders, combo tools, rams and rapid stabilization struts. Gas or electric powered equipment may be offered.	X	
1.7.04	Rescue equipment may include, but not be limited to: hardware, rescue straps, Rapid Intervention Team (RIT) including rope, escape and other supplies, life safety, personal escape, rope bags and utility items.	X	
1.7.05	Ladders and ladder safety accessories may be offered.	X	
1.7.06	Firefighter bailout systems may be offered.	X	
1.7.07	Firefighter escape belts, ropes, harnesses, fall protection, buckles, repelling equipment and other escape equipment may be offered.	X	
1.7.08	Traffic/crowd control supplies and equipment may include, but not limited to: caution tape, cones, flares, barricades, high-visibility apparel, traffic wands and lighting.		X
1.7.09	Binoculars and spotting scopes may be offered.	X	
1.7.10	Knives and multi-tools may be offered.	X	
1.8 Wildland Fire Gear Specifications			
1.8.01	Wildland fire gear may include, but not be limited to: backpack tanks, hotshot hand tools, water vests, backpack bladders, chaps, snakebite protection legging, Mcleod (or equivalent) fire tool and ATV carrying packs and attachments.		
1.8.02	Wildland control burn equipment may include, but not be limited to: drip and flame torches, steel and poly fire pumps and torch and pump maintenance kits.		
1.9 Hazardous Materials Handling and Safety Equipment Specifications			
1.9.01	Hazardous Material (HAZ-MAT) equipment may include, but not be limited to: air bags, covert HAZ-MAT backpacks, emergency staging kits, tents, showers, signage and warning barriers and team kits.		X
1.9.02	HAZ-MAT handling may include, but not be limited to: disposal bags, gloves, suits and containers.	X	
1.9.03	HAZ-MAT safety equipment may include, but not be limited to: air filtration/ventilation, masks, suits, wash stations, electronic detectors and identifiers and testing kits.	X	

Note: See Best and Final Offer
For further details

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

1.10 Fire Extinguisher Specifications		
1.10.01 New handheld, portable and wheeled fire extinguishers are requested.	X	
1.10.02 Fire extinguishers may include, but not be limited to: Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial and/or automotive applications.	X	
1.10.03 Fire extinguisher accessories may include, but not be limited to: wall mounts, vehicle mounts, mounting hardware and signage.	X	
1.11 Firefighting Foam Specifications		
1.11.01 It is preferred firefighting foam be offered in expansion rates as follows: <ul style="list-style-type: none"> • Low Expansion: between 2 to 1 up to 20 to 1. • Medium Expansion: between 20 to 1 up to 200 to 1. • High Expansion: above 200 to 1. 	X	
1.11.02 Complete firefighting foam systems (mobile units) for firefighting professionals are requested.	X	
1.11.03 Foam expansion rates shall be clearly identified on all containers. Information shall also include dilution rate, mixing rate, or proportioning rate, type of foam solution, foam application, hazardous material information and disposal information.	X	
1.11.04 Foam shall be Class A or Class B. Foam class shall be clearly identified on all containers.	X	
1.11.05 Foam shall be available in either synthetic or protein agents. Non-animal protein foams are preferred. Synthetic foams may include, but not be limited to: Fluoroprotein (FP), Film Forming Fluoroprotein (FFFP), Aqueous Film Forming Foam (AFFF), Alcohol Resistant Aqueous Film Forming (AR-AFFF), Alcohol Resistant Film Forming Fluoroprotein (AR-FFFP) and Synthetic Detergent.	X	
1.11.06 Firefighting foam equipment may include, but not be limited to: foam solution test instruments, expansion nozzles, eductors, manual and automatic monitors, mobile foam carts, proportioning foam trailers, foam proportioners, foam stations, floating roof foam makers, foam chamber/maker and high expansion generators.	X	
1.11.07 Firefighting foam shall be provided in approved containers and packaged to eliminate or minimize damages resulting from shipping. Approved containers shall comply with current UL and/or NFPA requirements for shipping and storage.	X	
1.12 Fire (Municipal) Hose Specifications		
1.12.01 All fire hoses shall meet current applicable NFPA standards for service pressure test, proof/acceptance test pressure, burst pressure and operating/working pressure. Certificates of testing shall be provided to member upon request.	X	
1.12.02 Fire hoses shall be warranted from manufacturer defects for a minimum of two (2) years. Fire hoses that include longer warranty periods may be offered.	X	
1.12.03 Fire hose applications/types may include, but not be limited to: attack, supply line, soft suction, high rise, compressed air foam system (C.A.F.S.), forestry service and potable water.	X	
1.12.04 Contract vendor may provide fire hose accessories to include, but are not limited to: adapters, couplings, piston intake valves, nozzles, wyes, pond screens, hose treatments, hose coilers, hose parts, drying racks, cleaning chemicals and scrub brushes.	X	
1.12.05 Contract vendor shall provide member all applicable instruction manuals, maintenance manuals and user guide information for all fire hose products in member order.	X	

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

1.13 Fire (Municipal) Hose Inventory and Testing Services Specifications		
1.13.01 Fire hose inventory and testing management software systems/programs may be offered. Contract vendor shall provide member information regarding the hardware and system requirements for the software program to be provided.		X
1.13.02 Fire hose testing services may be offered. Contract vendor shall supply all certificates of testing (pass and fail) to member. Pricing for these services shall be included in your submitted pricing, after Tab 3a.		X
1.14 Firefighter and Departmental (Stationhouse) Apparel, Badges, Accessories and Maintenance Specifications		
1.14.01 Firefighter and departmental apparel and accessories may include, but not be limited to: hats, pants, shirts, socks, pins, name bars, collar pins, ties and other lapel accessories.	X	
1.14.02 Firefighter and departmental accessories may include, but not be limited to: stationary items, calendars, business cards, watches, mugs and glassware, awareness magnets and pins, educational giveaways, school or classroom awareness and educational items and other fire department promotional material.		X
1.14.03 Personalized firefighter and departmental apparel and accessories may be offered. Custom printing of fire department logos and insignia on products are requested. Pricing for these services shall be included in your submitted pricing, after Tab 3a.		X
1.14.04 Firefighter and departmental badges are requested. Custom or special badges manufactured with member provided designs are requested. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within an agreed upon delivery schedule with member.	X	
1.14.05 Customized or special firefighter or departmental insignia jewelry, such as rings, tie clips, anniversary/service year's pins and watches may be offered.		X
1.14.06 Fire station accessories and maintenance may include, but not be limited to: cleaning supplies, cleaning equipment such as: brooms; mops; mop buckets; vacuum cleaners; and power washers, kitchen supplies such as: cooking utensils; microwaves; cutlery; dishes; dish drainers; towels; garden hoses and nozzles and paper goods.		X
1.15 Base Camp, Camp and Rehabilitation Specifications		
1.15.01 Base camp and camp supplies may include, but not be limited to: tents, shade tents, shade tent screens, shelters, cots, sleeping pads/air mattresses, folding chairs, cutlery, lanterns, camp fuel/propane canisters, sleeping bags, camp stoves, camp cookware, ground cloths, backpacks and stuff bags, tent stakes, animal/rodent resistant food storage containers/bags and folding tables.		X
1.15.02 Rehabilitation may include, but not be limited to: bottled water, sports drinks/mixes, water coolers/dispensers, cool fan/fan kits, hydration kits, meal kits, meals-ready-to-eat (MRE's) and misting tents and supplies.		X

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

1.16 Emergency Response/Responder Training Services, Equipment, Supplies and Literature Specifications		
1.16.01 Emergency Response/Responder on-site and remote equipment and safety training may include, but not be limited to: on-site instructional classes and remote/web based instructional classes. On-site training requiring travel charges must be identified and quoted prior to member acceptance or commitment to training class. Pricing for any travel, lodging and per diem shall be included in your submitted pricing, after Tab 3a. A detailed description and application of any travel charges shall be included in Pricing Information –Travel Description after Tab 3c.		X
1.16.02 Emergency Response/Responder training equipment and supplies may include, but not be limited to: sample foam demonstration kits, books, videos, CPR Manikins, Manikins, instructional materials and visual aids.	X	
1.16.03 Emergency Response/Responder may include, but not be limited to: books, magazines, periodicals and electronic format (e-books).	X	
1.17 Fire Truck Repair/Maintenance Parts and Accessories Specifications		
1.17.01 Fire truck repair/maintenance parts and accessories used in the routine maintenance and on-scene repairs performed by fire station and firefighter personnel are requested.		X
1.17.02 Fire truck parts and accessories may include, but not be limited to: fasteners, pins, pinion gears, O-rings, shaft/impeller keys, gaskets, shims, valves, sleeves, handles, valve repair kits, lube kits (including grease guns and grease), solenoids, tank flush and preservative chemicals, compartment matting and wheel chocks.		X
1.17.03 Ancillary repair/maintenance (shop) supplies may include, but not be limited to: tie-wraps, tapes, gasket sealers, rags, cleaners, adhesives, touch-up paints, and vehicle soaps, waxes and protectants.		X
1.17.04 Hand tools, tool kits, drip pans and diagnostic tools may be offered.		X

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

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

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

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

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

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

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

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

(Please see attached page "Exceptions/Deviations to Specifications)

Exceptions/Deviations to Specifications

1.3.02: We are partially bidding this specification; we are no bidding the powered washers.

1.4.07: Regarding specification "First Stage shall be mounted directly on the cylinder valve", our offered SCBA's first stage regulator is up line from the cylinder valve as opposed to being installed directly on the cylinder valve. This design is common with major SCBA manufactures while still meeting applicable NFPA standards.

1.5.02: We are no bidding the request products in this specification.

1.5.04: We are no bidding the request products in this specification.

1.6.01: We are no bidding the request products in this specification.

1.6.02: We are no bidding the request products in this specification.

1.9.01: We are partially bidding this specification; we are no bidding covert HAZ-MAT backpacks, signage, and warning barriers.

1.13.01: We are no bidding the request products in this specification.

1.13.02: We are no bidding the request products in this specification.

1.14.02: We are no bidding the request products in this specification.

1.14.03: We are no bidding the request products in this specification.

1.14.05: We are no bidding the request products in this specification.

1.14.06: We are no bidding the request products in this specification.

1.15.01: We are no bidding the request products in this specification.

1.15.02: We are no bidding the request products in this specification.

1.16.01: We are no bidding the request products in this specification.

1.17.01: We are no bidding the request products in this specification.

1.17.02: We are no bidding the request products in this specification.

1.17.03: We are no bidding the request products in this specification.

1.17.04: We are no bidding the request products in this specification.

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

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

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

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

L.N. Curtis & sons sales contact process is consisted of Territory Field Sales Representatives for specific counties in Arizona. Mohave members located in the counties of Maricopa, Yavapai, Mohave, Lapaz, Yuma, and Coconino may contact the territory representative Gary Norton, 480-296-5202 or GNorton@LNCurtis.com for sales support. Mohave Members located in the counties of Pinal, Pima, Gila, Cochise, Santa Cruz, Graham, Greenlee, Apache, and Navajo may contact the territory representative Travis Sparks, 520-709-6360 or TSparks@LNCurtis.com. These representatives are responsible for sales and customer service support. Additionally, each representative is partnered with an inside Customer Service Representative (CSR) assigned to the same counties aforementioned. They provide any needed support to the field sales representative including but not limited to quotations, order entry, returns, accounting support and any other customer service related issues. The Sales Representative and CSR will work together to assist the Mohave member with any needs.

Regarding any accounting support a Mohave member may need, the Mohave member may call their respective Field Sales Representative as listed above or call our Operations Center in Phoenix at 877-453-3911 to speak with their Customer Service Representative. Any one of our employees will be able assist members with any accounting questions or issues. If the question or issue is unable to be handled by the employee, it will be escalated to the appropriate personnel in our Accounting Department located in our L.N. Curtis & sons Headquarters in Oakland, CA.

An L.N. Curtis & sons representative will review the Mohave contract bi-annually to confirm/update all contract information, review the pricing structure and manufacture's price lists, analyze our fulfillment rates and communicate with customer to understand their satisfaction with the contract and our service levels.

- b. Communication process with Mohave and its members;

Mohave and its members can reach out to the L.N. Curtis & sons representatives aforementioned by telephone or by email. Additional contact information is listed in Tab 4a, "Supporting Documents – Firm Information, Order Processing, Individual Contact, and Customer Support Information".

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

Standard delivery time varies by product and services after receipt of purchase order. A product can be delivered within 5-7 business days if the product is in stock in one of our 5 warehouses via regular ground delivery services. Delivery time can reach up to 60 days for certain products requested such as fire turnouts, extraction tools, custom fittings and adapters, and fire hose.

- d. Training regarding use of equipment, including specialized applications;

Training can be provided by one of L.N. Curtis & sons Fields Sales Representatives or Product Specialist. They will be able to educate the customer on the proper use of certain products purchased under any resulting contract from our proposal.

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

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

In addition to the training aforementioned, L.N. Curtis & sons and its employees strive to be the best and to exceed our customers' expectations. This motto will be passed along to Mohave and its members. Our Field Sales Representatives travel the State of Arizona and can meet with Mohave members to discuss in detail any needs they have as it pertains to any resulting contract from our proposal. This process, we believe, helps add a face to the company as opposed to an over-the-phone or internet based company. Our representatives are very knowledgeable in all the product lines we sell. We also have a team of Specialists whose sole duty would be to educate the member on specific product lines like Rescue & Extraction, Air and Gas Detection, and PPE. The information they provide is not necessarily specific to the brands that we would sell on the contract but can be used with a variety of brands and products. These specialists travel with the field sales representatives to provide technical information on the aforementioned product lines to better help a member understand

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

We will employ the same control processes that have been successfully used for over 15 years to monitor and control L.N. Curtis & sons sales made on our GSA contract. GSA is very serious about a GSA contractor selling products to customers under the GSA "banner" that are not on the contract. Our control processes have passed numerous performance audits performed by the GSA to ensure optimal compliance. Furthermore, our sales staff will be knowledgeable when it comes to promoting specific products and services on any resulting contract with Mohave. They will first check the contract to ensure a product is on the contract before offering it as an option to a Mohave member.

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

There are no limitations to the types of members we will provide services to.

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

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

Yes No

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

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

3. Describe if and how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

We would not use any subcontractors to accomplish any of the work as offered in our proposal

Note: See Best and Final Offer
For further details

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

4. Indicate If your bid is regional or statewide: Regional _____ Statewide X

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

Using the chart below, please indicate the following:

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

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	1%	Yes	Yes
Cochise	1%	Yes	Yes
Coconino	10%	Yes	Yes
Gila	3%	Yes	Yes
Graham	1%	Yes	Yes
Greenlee	1%	Yes	Yes
La Paz	1%	Yes	Yes
Maricopa	40%	Yes	Yes
Mohave	10%	Yes	Yes
Navajo	1%	Yes	Yes
Pima	13%	Yes	Yes
Pinal	5%	Yes	Yes
Santa Cruz	1%	Yes	Yes
Yavapai	10%	Yes	Yes
Yuma	2%	Yes	Yes

L.N.CURTIS & SONS

TOOLS FOR HEROES[®]

since 1929

Qualifications and Experiences

The following information addresses specific items requested pertaining to the Primary Vendor Information – Qualifications and Experience, numbers 1, 2, 4, 5, and 6.

L.N. Curtis & sons' offer to Mohave includes a robust catalog of the most popular items used by the firefighter during firefighting and rescue operations. The proposed LNCS product catalog includes:

- Structural & proximity turnouts
- Structural & proximity boots
- Structural & proximity helmets
- Firefighting gloves
- Fire resistant hoods
- Self-Contained Breathing Apparatus (SCBA)
- SCBA Recharging Stations
- Hydraulic rescue equipment
- Firefighter attack tools and related equipment
- Firefighter rescue equipment
- Firefighting hose
- Firefighting hose nozzles, and miscellaneous hose accessories
- Firefighter and Department Apparel, Badges, and accessories
- Wildland Firefighting PPE
- Wildland Firefighting equipment, hand tools, accessories, and hardware
- Extinguishers and extinguishing foaming agents and hardware
- Hazardous Materials PPE and Safety Equipment
- Firefighting educational & training literature
- Firefighting PPE repair, maintenance & after-market alteration service
- Firefighting Technical Services (training, maintenance and repair by LNCS Service Technicians)

L.N. Curtis & sons has assembled a team from our stable of world-class manufacturers to form a robust product catalog of best-in-class products that are required to support firefighting, rescue, and hazardous materials operations.

Established in 1929, L.N. Curtis & sons, Incorporated (LNCS) has over eighty-seven years of successful business focus supporting the fire, rescue, & emergency response industry. LNCS provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog representing the very best-in-class equipment manufacturers. LNCS supports various commercial customers; and, state, municipal, and local agencies in the thirteen Western states; and, to agencies of the U.S. Government, worldwide. LNCS Operations Centers, each with sales, warehousing, distribution and maintenance and repair services, are located in Seattle, WA, Salt Lake City, UT, Oakland, CA, Los Angeles, CA, and Phoenix, AZ.

LNCS is fully qualified to provide consistently superior service to Mohave and any potential participating agencies. In addition to our many large contracts from other city and state agencies, LNCS is performing on two current programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings.



LNCS has a contract with the General Services Administration (contract GS-07F-0043L). LNCS is currently providing nearly ten-million dollars of fire and emergency products while servicing over a thousand customers a year who purchase from our GSA product catalog. The General Services Administration rated our overall performance to be "exceptional" during a recent bi-annual contract performance audit.



Additionally, LNCS is a Prime Contractor to the Defense Logistics Agency under the provisions of two contracts supporting the United States Defense Department's Fire and Emergency Prime Vendor Program (contracts SPM-8EG-08-D0009 and SPM-8EG-08-D0013). As a DoD Prime Contractor, LNCS provides a wide array of law enforcement, security, fire, rescue, clothing, and emergency/disaster response products and services to facilities located around the world. We are achieving superior results in each of these major contract activities (reference: DoD Contractor Performance Appraisal Report, dated January 2011).

Our Corporate Motto: "TO BE THE BEST!"

L. N. Curtis & sons is honored in our capacity as a current distributor of firefighting equipment, products, and services to Arizona's Fire Fighters and other First Responders. Should we be awarded a contract by Mohave Educational Services Cooperative, Inc., we are committed to exceeding program expectations.

L.N. Curtis & sons does not sell any products that do not meet applicable industry standards. These standards include:

- NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services, 2013 Edition
- NFPA 1982, Standard on Personal Alert Safety Systems (PASS), 2013 Edition
- NFPA 1962, Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances
- NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2013 Edition
- NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting
- NFPA 1991, Standard on Vapor-Protective Ensembles for Hazardous Materials Emergencies
- NFPA 1150, Standard on Foam Chemicals for Fire in Class A Fuels
- NFPA 11, Standard for Low-, Medium-, and High-Expansion Foam

L.N. Curtis and sons does not qualify as a minority owned business.

The following documents are letters of reference from three Arizona Public agencies:



GOLDER RANCH FIRE DISTRICT

Fire ♦ Rescue ♦ Medical
3885 E. Golder Ranch Drive
Tucson Arizona 85739
(520) 825-9001 / FAX (520) 825-8043



Chief Randy Karrer

August 23, 2016

To Whom It May Concern,

The Golder Ranch Fire District has had a sales and service relationship with LN Curtis & Sons as long as I have been in this position, since 2001. We have received nothing but responsive service and fast delivery on firefighting related equipment over the years. Their staff is consistent, knowledgeable and helpful whether it's a question about an invoice from accounts payable, inquires to inside sales and support from outside service and sales representation.

Any further questions may be directed to me at 520-825-5930 or via email at [asmith @ grfdaz . gov](mailto:asmith@grfdaz.gov)

Thank you.

Andy Smith

Supply Officer
Golder Ranch Fire District



City of Peoria Fire-Medical Department

8401 West Monroe Street, Peoria, Arizona 85345
Phone: 623-773-7279 Fax: 623-773-7295

August 23,2016

To whom it may concern;

In the over thirty years of being in the Fire Service, I have had a sales & service relationship with L.N. Curtis & Sons. Whether it be a question on a new product, a service need on a Hi Pressure Breathing compressor or SCBA, lighting product, P.P.E., Cleaning of P.P.E, or multiple allied equipment needs, L.N. Curtis has either had the answer or found the answer I needed.

Top of the line products are represented by a knowledgeable sales staff
Over the years there has been a few issues with billing or a lost invoice . A simple call to my local Curtis office is usually all it took to remedy.

Any questions, please feel free to either call, 623-773-7904 or email @
william.bjerke@peoriaaz.gov

Thank you

Bill Bjerke

Physical Resources Supervisor
City of Peoria AZ Fire-Medical Department



Commission
Fire Accreditation
International

SERVING WITH: STRENGTH - HONOR - COMPASSION



August 24th 2016

To whom it may concern,

Please treat this as a recommendation letter for L.N. Curtis & Sons. As Resource Manager of the Town of Gilbert Fire & Rescue Department, I understand and rely on dependable vendors. Reliability, trustworthiness, quality of their product, time of service, personalized customer service, competitive pricing and reachability are only some of the categories that L.N. Curtis & Sons excel in.

The company's sales representative Gary Norton is extremely knowledgeable, available and always seems to have our organization as his best interest. The Town of Gilbert Fire & Rescue Department has been working with them for over 15 years and there has not been a day when we had to complain about his professionalism. Both Gary and L.N. Curtis value time and will go out of their way to ensure timely delivery of the items ordered.

I am extremely satisfied with the way they conduct their business and hope that you have the same pleasant experience with them.

Thank You

Fernando Quintero

A handwritten signature in black ink, appearing to read "Fernando Quintero", written in a cursive style.

Resource Manager
Gilbert Fire and Rescue

- Place after Tab 2b:** Provide at least three (3) and no more than five (5) fire turnout or SCBA orders that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed.

- This information is used only to evaluate your resolution to an issue(s), not to identify problematic vendors.*

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	Camp Humphries	Approx. \$120,000	2015	Deputy Chief Dean Turner	011-823-1619-9082
Description of problem #1, and what steps were taken to satisfy the customer.					
<p>Defense Logistics Agency posted a bid for Fire Fighting gear for Camp Humphries Army Base in Korea. The bid request included a number of PPE items including 64 Globe GXTREME coats and 65 Globe GXTREME pants. DLA RFQ 20150406131640. L.N. Curtis & Sons submitted our offer to DLA. L.N. Curtis & sons received notice of award number 20150521138000 and awaited the final DLA approvals to enter the order. L.N. Curtis & sons entered the orders with all suppliers included Globe brand products. Camp Humphries informed L.N. Curtis & sons that the Globe GXTREME coats and pants were received at their location in Korea but the outer shell material was the color black in lieu of the required Yellow color. LN Curtis & sons agreed to provide the customer with the correct color outer shells which required our company to absorb the costing of the replacement outer shells at a cost of \$37,564 plus shipping. Our offer included on-site labor to separate existing liners and outer shells and reinstall correct outer shells on to existing liners. Note: Our supplier would not allow the return of the incorrect outer shells due to a custom specification, and the financial burden was part of L.N. Curtis & sons commitment to customer satisfaction. The customer initially accepted our offer and LN Curtis & sons went ahead and purchased new outer shells. Prior to new outer shells being shipped to customer in Korea, the customer decided they wanted to keep their existing gear as it was decided that they best suited the Department as a change in color was imminent. LN Curtis & sons then ordered new liners for the new outer shells that were ordered and placed gear in its loaner/rental gear program. Customer was pleased with solution provided by LN Curtis & sons and continue to purchase additional equipment as a result.</p>					
2	Peoria Fire Department	Approx. \$210,000	2016	William Bjerke	623-773-7904
Description of problem #2, and what steps were taken to satisfy the customer.					
<p>Peoria Fire Department began the process to purchase a second set of turnout coats and pants for all of their firefighting personnel. The customer requested an option for a collapsible pant pocket divider. The manufactures solution was to use Velcro in order to accomplish this. Peoria Fire Department placed an initial order for these turnouts with the pocket divider option. The customer did not like use of Velcro and requested snaps on future orders. The manufacture was unable to fully comply with this request however it was a required option in the customer's eyes. L.N. Curtis & sons representatives began to look into other avenues in order to fulfill the customers need. The owners of L.N. Curtis & sons also own a company called ECMS. This company provides custom alterations to firefighter turnouts. Through ECMS we were able to order the garments from the manufacture and alter the pants to have a collapsible pant pocket divider using snaps. The customer is happy with the solution and has since ordered the remaining second set of turnouts for their firefighter personnel.</p>					
3	North County Fire & Medical District	Approx. \$50,000	2016	Captain Chris Barkley	623-544-5402
Description of problem #3, and what steps were taken to satisfy the customer.					
<p>North County Fire & Medical District placed an order with L.N. Curtis & sons for firefighter coats and pants. L.N. Curtis & sons subsequently placed our order with the manufacture. About a month after the order was placed, the customer informed their L.N. Curtis & sons representative that they need to have the order delivered within one week for scheduled live fire burn training. The items ordered are</p>					

custom and had an estimated delivery date for approximately 25 days after the required delivery date. L.N. Curtis & sons representatives began to find another solution for the customer. L.N. Curtis & sons has a vast inventory of firefighting turnout coats and pants that are in used, safe condition. In order to satisfy the customer's needs, we provided comparable sizes that the customer could utilize for their training. After their training concluded, the turnout coats and pants were returned to L.N. Curtis & sons. This was an acceptable solution for the customer. They soon after received their order of turnouts and have placed additional orders for a second set of turnouts for their firefighting personnel.

4					
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Description of problem #4, and what steps were taken to satisfy the customer.

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5					
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Description of problem #5, and what steps were taken to satisfy the customer.

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April 28, 2016

Mr. Angus Donaldson
 Draeger Safety UK Ltd.
 Ullswater Close
 Blyth Riverside Business Park
 Blyth, Northumberland
 NE24 4RG
 United Kingdom

Certification Letter
SEI Reference No.: SBA DRA 07

Dear Mr. Donaldson:

We are pleased to confirm that the SCBA indicated below is certified by the Safety Equipment Institute, effective April 28, 2016. Initial certification testing was successfully completed in accordance with the requirements of *NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services, 2013 Edition*.

SEI Reference No.	Brand Name/Model No.	NIOSH/SEI Assembly Matrix No./Revision	Passed Testing
SBA DRA 07 with associated variants and accessories	PSS5000 SCBA (+) 30 min. 2216 psig 30 min. 4500 psig 45 min. 4500 psig 60 min. 4500 psig	ND200156.7000_5000 2013.CBRN.AMc, Rev. C Dated April 20, 2016	April 20, 2016
	PSS7000 SCBA (+) 30 min. 2216 psig 30 min. 4500 psig 45 min. 4500 psig 60 min. 4500 psig		

(+) – Includes compliance with optional Emergency Breathing Safety System requirements, when equipped.



Safety Equipment Institute
1307 Dolley Madison Blvd. Suite 3A McLean, Virginia 22101
Tel: 703/442-5732 FAX: 703/442-5756
www.SEInet.org



Mr. Angus Donaldson
April 28, 2016
Page 2 of 2

The final version of the PSS5000/PSS7000 SCBA was submitted for NFPA 1981-2013 certification with your submittal package of November 12, 2015. Testing for the submittal, which covers configurations as noted in the above NIOSH/SEI Assembly Matrix, was authorized on January 10, 2016. Notification of NIOSH 42 CFR 84 approval has been received from NIOSH and is on file.

Additionally, SEI has received confirmation (see attached) from NIOSH that configurations as shown on NIOSH CBRN Approval Numbers TC-13F-0827CBRN, TC-13F-0828CBRN, TC-13F-0829CBRN, TC-13F-0830CBRN, TC-13F-0831CBRN, TC-13F-0832CBRN, TC-13F-0833CBRN and TC-13F-0834CBRN have successfully completed NIOSH CBRN testing.

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model detailed above, in accordance with the provisions of the *SEI Certification Program Manual*. Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, all product models are tested, at least annually, and are selected by the SEI auditor during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC 17067:2013(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,



Stephen R. Sanders
Technical Director



William A. Fithian
Technical Director

cc: Mr. Bob Sell, Draeger Safety
Mr. David Chirdon, NIOSH-NPPTL
Mr. Paul Clarke, SEI Auditor
Mr. Jules Pinto, SEI Auditor

CERTIFICATE OF COMPLIANCE

Certificate Number 012616-MH14717
Report Reference MH14717-20121213
Issue Date 2016-January-26

Issued to: Globe Mfg Co. LLC
37 Loudon Rd.
Pittsfield, NH 03263 USA

This is to certify that representative samples of Protective Garments for Structural Fire Fighting
See Page 2 for information

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2013 Edition

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle; with the word "CLASSIFIED"  (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.



William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus



CERTIFICATE OF COMPLIANCE

Certificate Number 012616-MH14717
Report Reference MH14717-20121213
Issue Date 2016-January-26

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

Garment Type	Model/Style	Front Closure System		UL ID
		ID	Description	
Coat	CLASSIX, GX-7, G-XTREME, G-XTREME 3.0, G-XCEL or RSX, REACTION, RS-1, Aegis	5C	3 or 4 Hooks & Dees Outside/Hook & Loop Tape, 1 Snap Fastener Inside	14717010701
		6C	3 or 4 Hooks & Dees Outside/Zipper Inside	14717010702
		7C	Hook & Loop Tape Outside/ 3 or 4 Hooks & Dees Inside	14717010703
		8C	Hook & Loop Tape Outside/Zipper Inside	14717010704
		17C	3 or 4 Hooks & Dees Outside/4 Snap Fasteners Inside	14717010705
Trousers	CLASSIX, GX-7, Lo-Rise, LH Pant, IH Ready, G-XCEL or RSX, REACTION, RS-1, Aegis	N/A	Hook & Dee Outside/Hook & Loop Tape, Snap Fastener Inside (see notes in table below)	14717010706
	G-XTREME, G-XTREME 3.0	N/A	Permanent Belt containing Buckle or Hook & Dee Outside/Hook & Loop Tape, Snap Fastener Inside (see notes in table below)	14717010707

Notes for Trouser Closures:

- Inside zipper can be added, multiple orientations
- Inside snap fasteners can be added, multiple orientations
- Outside hook & dee can be added
- Outside Belt containing buckle or hook & dee can be added, which includes seat harnesses or escape belt
- Inside hook & loop tape can be replaced with zipper
- Inside hook & loop tape can be replaced with snap fasteners
- Outside hook & dee can be replaced with belt containing buckle or hook & dee

Trademark and/or Tradename: "Globe Firefighter Suits", "Cairns Protective Clothing"



William R. Carney, Director, North American Certification Programs

UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please contact a local UL Customer Service Representative at www.ul.com/contactus



INSPEC

This is to certify that

Globe Manufacturing Company, LLC
37 Loudon Road, Pittsfield
New Hampshire 03243
USA

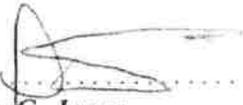
having been satisfactorily assessed and undertaken to comply with INSPEC requirements, is entitled to claim that the activities defined in the associated schedules are performed within a management system that complies with

ISO 9001:2008

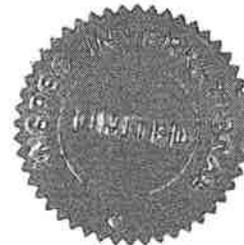
Claim may also be made that

Globe Manufacturing Company
is an INSPEC Certified Company for the defined activities that are performed at the specified address.

For and on behalf of INSPEC International Ltd.


Julie C. Jones

Manager, Certification Services Date: 5th May 2016



Certification remains valid until 16th May 2019, providing compliance with INSPEC's surveillance and assessment programme is maintained.

Certificate Number: QS0112



Original date of issue: 16th May 2013

For terms and conditions of issue, see page 2

INSPEC International Ltd, 56 Leslie Hough Way, Salford, Gt Manchester M16 6AJ, England
The use of the Accreditation Mark indicates accreditation in respect of those activities covered by the accreditation certificate number 027



Terms and Conditions

Conditions attached to the issue of this certificate:

- i) The Certified Company shall comply at all times with INSPEC's Regulations governing Quality Management System Certification.
- ii) This Certificate remains the property of INSPEC and may be withdrawn if any of the conditions attached to its issue are not complied with.
- iii) This certificate may be copied or reproduced by the certificate holder, complete and without omissions or additions, and in accordance with INSPEC's terms of business.
- iv) This certificate has been provided in accordance with our standard Terms of Business, which can be viewed at, and printed from:

<http://inspec-international.com/ToB.pdf>

If you have difficulty accessing the Terms of Business, you may contact us for a copy.

INSPEC

SCHEDULE

Scope

The design of fire fighter suits, emergency response suits, related footwear and related equipment.

The manufacture and supply of fire fighter suits, emergency response suits and related equipment.

After sales servicing of fire fighter suits and emergency response suits.

The production facilities below are also covered by this certificate and are subject to the associated terms and conditions:

Globe Manufacturing Company OK, LLC
2000 B Street, Ada, Oklahoma 74820, USA

INSPEC

INDEX

Item	Status	Issued	Amendment
Pages 1 to 4	Withdrawn	130516	Initial issue
Pages 1 to 4	Valid	160505	Re-issued following reassessment.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Centers for Disease Control
and Prevention (CDC)

NIOSH Reference: TN-20126 and TN-20127
Mfr. Reference: NOR15B24CBRNA and
NOR15B24CBRNB

National Institute for Occupational
Safety and Health (NIOSH)
National Personal Protective
Technology Laboratory (NPPTL)
626 Cochran Mill Road
Pittsburgh, PA 15236-0070
Phone: 412-386-4000
Fax: 412-386-4051
February 5, 2016

Ms. Edna DeMedeiros
Regulatory Compliance & Test Manager
Honeywell International Inc.
2000 Plainfield Pike
Cranston, Rhode Island 02921

Dear Ms. DeMedeiros:

The National Institute for Occupational Safety and Health (NIOSH) has reviewed your request dated February 25, 2015 accepted on March 12, 2015, seeking six new Open-Circuit, Pressure-Demand, Entry and Escape, CBRN, Self-Contained Breathing Apparatus (SCBA) approvals incorporating Chemical, Biological, Radiological, and Nuclear (CBRN) protection for model Titan SCBA configurations which are defined on assembly matrix N9660CBRNAMa.xlsx, revision Rev A, dated 8 December 2015.

As prerequisite, these respirators have met the NIOSH requirements of Title 42, *Code of Federal Regulations*, Part 84 (42 CFR 84) under TN-20099 and TN-20100 for approval numbers TC-13F-0805, TC-13F-0806, TC-13F-0807, TC-13F-0808, TC-13F-0809, and TC-13F-0810 as listed on assembly matrix N9660AMa.xlsx, revision A, dated 8 December 2015.

This request is granted. The approval numbers shown in the following table have been assigned for the six new respirator configurations defined on assembly matrix N9660CBRNAMa.xlsx, revision Rev A, dated 8 December 2015:

Approval Number TC- as shown	Model Number	Description	Protection ¹
TC-13F-0805CBRN	Titan	30 MIN 2216 PSIG	SC/PD/CBRN/EOSTI-33
TC-13F-0806CBRN	Titan	30 MIN 2216 PSIG	SC/PD/CBRN/EOSTI-33
TC-13F-0807CBRN	Titan	30 MIN 2216 PSIG	SC/PD/CBRN/EOSTI-33
TC-13F-0808CBRN	Titan	30 MIN 4500 PSIG	SC/PD/CBRN/EOSTI-33
TC-13F-0809CBRN	Titan	45 MIN 4500 PSIG	SC/PD/CBRN/EOSTI-33
TC-13F-0810CBRN	Titan	60 MIN 4500 PSIG	SC/PD/CBRN/EOSTI-33

Protection - Codes are defined on the approval labels.

Approvals are granted only for documentation written in the English language. It is the manufacturer's responsibility to correctly translate materials desired in languages other than English.

The configurations identified under TC-13F-0805CBRN, TC-13F-0806CBRN, TC-13F-0807CBRN, TC-13F-0808CBRN, TC-13F-0809CBRN, and TC-13F-0810CBRN have met the NIOSH requirements for CBRN protection under the provisions of Title 42, *Code of Federal Regulations*, Part 84 (42 CFR 84), and the NIOSH Letter to All Respirator Manufacturers, dated December 28, 2001. Additionally, the Titan configurations have been evaluated by the Safety Equipment Institute (SEI) as a configuration meeting the requirements of NFPA 1981, *Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services*, 2013 Edition, (see attached letter).

The final approval label is included as an attachment to this letter. The cautions and limitations which apply to these approvals are on the approval label. Only those assemblies affected by this request, or where new approval numbers are assigned, apply to this approval action. Production approval labels cannot include information on unapproved configurations.

The approved assemblies consist of the parts as listed on the approval label and the assembly matrix. Parts are to be marked with the numbers indicated on the approval label in a legible and permanent manner (marking cannot be removed without evidence of its previous presence).

This certificate of approval is not an endorsement of the respirators by NIOSH, and such endorsement shall not be stated or implied in advertisements or other publicity. However, you may publicize the fact that these respirators have met the requirements of Title 42, *Code of Federal Regulations*, Part 84 (42 CFR 84).

No additional changes may be made to any respirators and accompanying documentation without prior written approval of NIOSH. Requests for changes must be submitted to NIOSH and a modification of this approval must be granted before any changes are made.

Sincerely yours,



David Chirdon
Chief, Conformity Verification and
Standards Development Branch
National Personal Protective Technology Laboratory

Enclosures

cc: Greg Vrablik, Honeywell International

INSPEC

This is to certify that

**Honeywell Safety Products USA
3001 S. Susan Street
Santa Ana
CA 92704
USA**

having been satisfactorily assessed and undertaken to comply with INSPEC requirements, is entitled to claim that the activities defined in the associated schedules are performed within a management system that complies with

ISO 9001:2008

*Claim may also be made that
Honeywell Respiratory Protection USA, LLC*

*is an INSPEC Certified Company for the defined activities
that are performed at the specified address.*

For and on behalf of INSPEC International Ltd.



Kevin J Warren

Manager, Certification Services Date: 9th December 2014



*Certification remains valid until 19th October 2017, providing compliance with
INSPEC's surveillance and assessment programme is maintained.*

Certificate Number: QS0043



Original date of issue: 19th October 2005

For terms and conditions of issue, see page 2

INSPEC International Ltd. 56 Leslie Hough Way, Salford, Gt Manchester M6 6AJ, England
The use of the Accreditation Mark indicates accreditation in respect of those activities covered by the accreditation certificate number 027

INSPEC

Terms and Conditions

Conditions attached to the issue of this certificate:

- i) The Certified Company shall comply at all times with INSPEC's Regulations governing Quality Management System Certification.
- ii) This Certificate remains the property of INSPEC and may be withdrawn if any of the conditions attached to its issue are not complied with.
- iii) This certificate may be copied or reproduced by the certificate holder, complete and without omissions or additions, and in accordance with INSPEC's terms of business.
- iv) This certificate has been provided in accordance with our standard Terms of Business, which can be viewed at, and printed from:

<http://inspec-international.com/ToB.pdf>

If you have difficulty accessing the Terms of Business, you may contact us for a copy.

INSPEC

SCHEDULE

Scope:

The design, manufacture, sales and distribution of self-contained breathing apparatus.

The design, manufacture and supply to internal sales of negative pressure respiratory protective devices.

The production facility at: - Sperian Hearing Protection de Mexico S.A de C.V.
Blvd. Insurgentes No. 20551-A
Parque Industrial Florida C.P. 22244
Mexico

is also covered by this certification for negative pressure respiratory protective devices.

Compliance with Article 11B of the Directive relating to Personal Protective Equipment, 89/686/EEC, for negative pressure respiratory protective devices covered by the following standards:

EN136/EN140/EN141/EN149/EN405/EN14387

INSPEC

INDEX

Item	Status	Issued	Amendment
Certificate QS0043	Withdrawn	19/10/05	Initial Issue
Schedule ONE	Withdrawn	19/10/05	Initial Issue
Pages 1 - 3	Withdrawn	25/02/08	Company name change
Pages 1 - 3	Withdrawn	12/10/08	Re-issued following re-assessment
Pages 1 - 3	Withdrawn	100421	Reissued to reference ISO9001:2008
Pages 1 - 4	Withdrawn	111010	Re-issued following re-assessment & addition of Terms of Business.
Pages 1 - 4	Valid	141209	Re-issued following re-assessment & change of name to Honeywell



February 5, 2016

Ms. Edna DeMedeiros
Honeywell International Inc.
2000 Plainfield Pike
Cranston, RI 02921

Certification Letter
SEI Reference No.: SBA SRV 07/Variant 710

Dear Ms. DeMedeiros:

We are pleased to confirm that the integrated nonremovable PASS device indicated below is certified by the Safety Equipment Institute, effective February 5, 2016. Certification was successfully completed in accordance with the requirements of *NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services, 2013 Edition* and *NFPA 1982, Standard on Personal Alert Safety Systems (PASS), 2013 Edition*.

Brand Name	Model No.	Description (+)
Titan PASS Device integrated with Titan SCBA	930174	Integrated Nonremovable PASS Device, 2216 psig, with PATHFINDER
	930175	Integrated Nonremovable PASS Device, 4500 psig, with PATHFINDER
	930176	Integrated Nonremovable PASS Device, 2216 psig, without PATHFINDER
	930177	Integrated Nonremovable PASS Device, 4500 psig, without PATHFINDER

(+) – The Titan PASS Device consists of an interconnected Integrated PASS (front & back) and Battery Pack.

The Titan PASS device integrated with Titan SCBA was submitted for certification to both NFPA 1981-2013 and NFPA 1982-2013 with your submittal package of February 20, 2015. Testing and evaluation for the submittal, was authorized on March 12, 2015 and completed on January 29, 2016.



Safety Equipment Institute
1307 Dolley Madison Blvd, Suite 3A, McLean, Virginia 22101
Tel: 703/442-5732 FAX: 703/442-5756
www.SEInet.org



The SEI Certification Mark may be used in the marketing, packaging and promotion of the model detailed above, in accordance with the provisions of the SEI Certification Program Manual.

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, all product models are tested, at least annually, and are selected by the SEI auditor during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC 17067:2013(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,



Stephen R. Sanders
Technical Director



William A. Fithian
Technical Director

cc: Mr. Greg Vrablik, Honeywell Safety Products
Mr. Steve Weinstein, Honeywell Safety Products
Mr. David Chiridon, NIOSH-NPPTL
Mr. Paul Clarke, SEI Auditor



February 5, 2016

Ms. Edna DeMedeiros
Honeywell International Inc.
2000 Plainfield Pike
Cranston, RI 02921

Certification Letter
SEI Reference No.: SBA SRV 07

Dear Ms. DeMedeiros:

We are pleased to confirm that the SCBA indicated below is certified by the Safety Equipment Institute, effective February 5, 2016. Initial certification testing was successfully completed in accordance with the requirements of *NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services, 2013 Edition*.

SEI Reference No.	Brand Name/Model No.	NIOSH/SEI Assembly Matrix No./Revision	Passed Testing
SBA SRV 07 with associated variants and accessories	Titan SCBA (+) 30 min. 2216 psig 30 min. 4500 psig 45 min. 4500 psig 60 min. 4500 psig	N9660CBRNAMa, Rev. A Dated 8 December 2015	Jan. 29, 2016

(+) – Includes compliance with optional Emergency Breathing Safety System requirements, when equipped.

The Titan SCBA was submitted for NFPA 1981-2013 certification with your submittal package of February 20, 2015. Testing for the submittal, which covers configurations as noted in the above NIOSH/SEI Assembly Matrix, was authorized on March 12, 2015. Notification of NIOSH 42 CFR 84 approval has been received from NIOSH and is on file.

Additionally, SEI has received confirmation (see attached) from NIOSH that configurations as shown on NIOSH CBRN Approval Numbers TC-13F-0805CBRN, TC-13F-0806CBRN, TC-13F-0807CBRN, TC-13F-0808CBRN, TC-13F-0809CBRN and TC-13F-0810CBRN have successfully completed NIOSH CBRN testing.



Safety Equipment Institute
1307 Dailley Madison Blvd Suite 3A McLean, Virginia 22101
Tel 703/442-5732 FAX 703/442-5756
www.SEInet.org



The SEI Certification Mark may be used in the marketing, packaging and promotion of the model detailed above, in accordance with the provisions of the *SEI Certification Program Manual*. Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, all product models are tested, at least annually, and are selected by the SEI auditor during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC 17067:2013(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,



Stephen R. Sanders
Technical Director



William A. Fithian
Technical Director

cc: Mr. Greg Vrablik, Honeywell Safety Products
Mr. Steve Weinstein, Honeywell Safety Products
Mr. David Chirdon, NIOSH-NPPTL
Mr. Paul Clarke, SEI Auditor

Hose Record Vault

The Hose Record Vault system was developed with the hope that all fire departments would take this opportunity to fully implement fire hose preventative maintenance procedures, with full documentation as required by NFPA 1962. As a fireperson, you know what it takes to battle fires and our desire is that you have the confidence and knowledge that your fire hose is up to the job.

- Look Up the Location and Status of a Specific Piece of Hose
- Hose Records Stored in One Place, with Database Backup
- Easy Web Interface from Any Computer
- Hose Service Testing Email Reminders
- Barcode Capability Interface for Unique Hose Identifier
- Hose Inventory Management to Assist in Meeting ISO Asset Tracking

Unlock the answers with All-American Hose Record Vault Software!

www.HoseVault.com



NFPA Pressure Rating Definitions

Service Test Pressure:

Annual hydrostatic test to be conducted by purchaser on all in-service (used) hose to determine suitability for continued use. The service test pressure is to be 10% greater than the "normal highest operating pressure" at which the hose is expected to be used. **Unless otherwise instructed, this pressure is stenciled on all hose prior to shipment.**

Proof/Acceptance Test Pressure:

The "one-time" test pressure, performed by the factory, on every new hose prior to shipment. The proof test pressure shall not be less than 2 times the specified service test pressure.

Burst Pressure:

The minimum burst test pressure shall not be less than 3 times the specified service test pressure.

Operating/Working Pressure:

Maximum advised operating/working pressure that should not exceed 90% of the service test pressure (which is stenciled on the hose) or the maximum operating pressure of the attached coupling.

Approvals:

UL / ULC / FM / BSI approved hoses must be ordered using appropriate part numbers. Note that approved hoses may be rated differently than standard hoses.

Decade of Service Guarantee

If you are not completely satisfied with our product during its 10-year lifespan, you may return it, for any reason... no questions asked. "We pledge our product will serve beyond its call of duty."

All-American Hose, LLC warrants that it will replace products sold provided:

- Customer shall notify All-American Hose, LLC of dissatisfaction or any claims of defects in materials or workmanship within 10-years after receipt of shipment
- Return of product will be authorized by All-American Hose, LLC and then returned to the factory within 15 days after said authorization, transportation charges to be pre-paid.

This warranty will not extend to products which have been subject to misuse, neglect, accident or improper installation, misapplication under conditions not expressly made specifically known to nor approved by All-American Hose, LLC in advance of shipment or which have been repaired or altered outside our factory. All-American Hose, LLC's liability shall be limited to replacement or repair of All-American Hose, LLC's products.

WARNING

FAILURE OR IMPROPER SELECTION OR IMPROPER USE OF THE PRODUCTS AND/OR SYSTEMS DESCRIBED HEREIN OR RELATED ITEMS CAN CAUSE DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE. This document and other information from All-American Hose, LLC, its subsidiaries and authorized distributors, provides product and/or system options for further investigation by users having technical expertise. It is important that you analyze all aspects of your application and review the information concerning the product or system in the current product catalog. Due to the variety of operation conditions and applications for these products or systems, the user, through its own analysis and testing, is solely responsible for making the final selection of the products and systems and assuring that all performance, safety and warning requirements of the application are met. The products described herein, including without limitation, product features, specifications, designs, availability and pricing, are subject to change by All-American Hose, LLC and its subsidiaries at any time without notice.

ISO 9001: 2008 Certified Quality Management System



All-American Hose, LLC
an All-American Holdings Company

ISO 9001 Certificate



Preferred Registrar Group Inc.

Preferred Registrar Group, Inc.

30561 Dequindre Rd. Madison Heights, MI 48071

certifies that

All-American Hose, LLC

217 Titusville Road Union City, PA 16438

6424 W. Ridge Road Erie, PA 16506

6420 W. Ridge Road Erie, PA 16506

has implemented a Quality Management System scope in accordance with:

ISO 9001:2008

The scope of this Quality Management System Governs:

DESIGN, MANUFACTURE, ASSEMBLE AND TEST MUNICIPAL FIRE HOSE AND HOSE ASSEMBLIES, INDUSTRIAL HOSE AND HOSE ASSEMBLIES, MILITARY HOSE AND HOSE ASSEMBLIES, AND SPECIAL PRODUCTS CONSISTING OF HOSE OR HOSE COMPONENTS.

Certificate Registration Number:

11-R1045

Certified Date:
04/28/2014

It is valid until:
04/28/2017

A handwritten signature in black ink, appearing to read 'D. Pecar', is written over a horizontal line.

Denis Pecar, President



CERTIFICATE

Management system as per
ISO 14001 : 2004

In accordance with TÜV NORD CERT procedures, it is hereby certified that

Draeger, Inc.
3135 Quarry Road
Telford, PA 18969
U.S.A.

applies a management system in line with the above standard for the following scope

Sales and service of products, systems and services for

- **medical devices for anesthesia, patient ventilation and inhalation, pediatrics, patient monitoring including software.**
- **gas detection, personal protection, diving technology, and system technology solutions**

Certificate Registration No. 44 104 150221-070
Audit Report No. 3517 1342

Valid from 2016-05-01
Valid until 2018-09-14
(until 2018-12-01 in case of Upgrade to ISO 14001:2015)
Initial certification 2015-12-02


Certification Body
at TÜV NORD CERT GmbH

Essen, 2016-05-30

This certification was conducted in accordance with the TÜV NORD CERT auditing and certification procedures and is subject to regular surveillance audits. This certificate is valid in conjunction with the main certificate.

TÜV NORD CERT GmbH

Langemarckstraße 20

45141 Essen

www.tuev-nord-cert.com



DAkkS

Deutsche
Akkreditierungsstelle
D-ZM-12007-01-01

CERTIFICATE

Management system as per
OHSAS 18001 : 2007

In accordance with TÜV NORD CERT procedures, it is hereby certified that

Draeger, Inc.
3135 Quarry Road
Telford, PA 18969
U.S.A.

applies a management system in line with the above standard for the following scope

Sales and service of products, systems and services for

- **medical devices for anesthesia, patient ventilation and inhalation, pediatrics, patient monitoring including software**
- **gas detection, personal protection, diving technology, and system technology solutions**

Certificate Registration No. 44 116 150221-070
Audit Report No. 3517 1343

Valid from 2016-05-01
Valid until 2018-12-01
Initial certification 2015-12-02



Certification Body
at TÜV NORD CERT GmbH

Essen, 2016-05-30

This certification was conducted in accordance with the TÜV NORD CERT auditing and certification procedures and is subject to regular surveillance audits. This certificate is valid in conjunction with the main certificate.

TÜV NORD CERT GmbH

Langemarckstraße 20

45141 Essen

www.tuev-nord-cert.com



**NORTH AMERICAN
FIRE HOSE
CORPORATION**

The difference is...your margin of safety.

August 22, 2016

RE: State of Arizona

To Whom It May Concern:

This letter is verification that L.N. Curtis & Sons is an authorized North American Fire Hose Corporation municipal fire hose product distributor for the State of Arizona.

As such, L.N. Curtis & Sons employees have undergone our training program, giving them a working understanding of the features, benefits and suitability of our products in specific applications. Also, their training includes important information on the care, use and maintenance of our products to insure that the maximum service life is obtained by the end user.

All municipal fire hose supplied shall meet or exceed the requirements of NFPA 1961, "Standard on Fire Hose" (Latest Edition), for attack hose.

We would like to thank you for your continued interest in our products. Please contact me should you have any further questions.

Sincerely,

Linda Nash

Linda Nash
Customer Service Manager
North American Fire Hose Corp
Phone: (805) 922-7076
Fax: (805) 922-0086
E-Mail: lnash@nafhc.com

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

Pricing Methodology Description

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

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

L.N. Curtis & sons will publish a Mohave Price List for every brand included in our offer. This price list, which will establish the as-offered price for each brand included in our offer, will be provided to each LNCS CSR and Field Representative. Quotes to members for items on contract will be prepared using only L.N. Curtis & sons Mohave Price List and discounts. Should a manufacture of a brand listed on contract adjust prices, LNC shall immediately alert Mohave POC to the adjust and a timeline for submission of documentation to Mohave with the reasons for adjustment of current prices. L.N. Curtis & sons Mohave Price List will not be modified unless and until authorized, in writing, by Mohave POC. A copy of the revised price list will be delivered to Mohave POC within 14 days of authorization to adjust prices.

Volume Discount Description

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

N/A

Quick Pay Discount

Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes _____ No X If yes, what is the discount for 10 days? _ 20 days? _____

Acceptance of Pcards for Payment

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

Pricing Information –Travel Description
(Place after Tab 3c)

Travel Description

If travel rates (costs) are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include detailed and specific information regarding what the travel rates cover and how each applicable travel cost are applied. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

N/A

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

1. Contact information for firm's headquarters:

Physical Address 1800 Peralta St. Oakland, CA 94607

Mail Address, if different _____

Main Phone Number 510-839-5111

Website www.LNCURTIS.com

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

Physical Address 4647 S. 33rd St. Phoenix, AZ 85040

Mail Address, if different _____

Main Phone Number 877-453-3911

Website, if different _____

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

3. Contact information for purchase orders:

Physical Address 4647 S. 33rd St. Phoenix, AZ 85040

Email Address AZsales@LNCurtis.com

Attention of Mohave Coop Service Support Team

4. Payment remittance address Dept 34921, P.O. Box 39000

Attn: L.N. Curtis & sons

City San Francisco State AZ Zip 94139

Telephone (invoice questions) 877-453-3911

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07569854-C

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

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

The sales tax rate varies by the location (e.g. ship to rate). Provide additional information below:

Rate is dependent upon ship from and ship to location

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

6. Contacts for Mohave:

Main Mohave representative contact: Brendon Norton
(Shall be the main point of contact for members and be responsible for member information requests.)

Title Customer Serv. & Operations Manager Email address bnorton@LNcurtis.com
Phone number 877-453-3911 Fax 602-453-3910

Contract Administrator contact: SAME AS MAIN MOHAVE REPRESENTATIVE CONTACT
(Shall be the main point of contact for contract information requests.)

Title _____ Email address _____
Phone number _____ Fax _____

Accounting contact: Brandy Johnson
(Shall be the main point of contact for accounting issues.)

Title Account Receivables Email address bjohnson@LNcurtis.com
Phone number 510-839-5111 Fax 510-839-0219

Open Order/Status Report contact: SAME AS MAIN MOHAVE REPRESENTATIVE CONTACT
(Shall be the main point of contact regarding open orders and status reports.)

Title _____ Email address _____
Phone number _____ Fax _____

Audit contact: SAME AS MAIN MOHAVE REPRESENTATIVE CONTACT
(Shall be the main point of contact for audit requests and clarifications.)

Title _____ Email address _____
Phone number _____ Fax _____

Reconciliation contact: SAME AS MAIN MOHAVE REPRESENTATIVE CONTACT
(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)

Title _____ Email address _____
Phone number _____ Fax _____

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

Title Vice President, Owner Email address jcurtis@LNcurtis.com
Phone number 510-839-5111 Fax 510-839-5325

Marketing contact: Tracy Henderson
(Shall be the main point of contact for providing marketing information for Mohave's website.)

Title Marketing Manager Email address TracyHenderson@LNcurtis.com
Phone number 602-529-3800 Fax 602-453-3910

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

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

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

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

No, the following is not applicable to our offer.

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

L.N. Curtis & sons always provides the manufacturer's warranty of supplies for new product. The warranties provided under LNCS' proposed program will be the same as offered to the general public (standard commercial practice). When Mohave or Member alerts LNC of a product return, LNC will coordinate all discrepant resolutions with the Member and provide disposition instructions to the Member no later than 15 days after receiving notification of that the end user has received discrepant goods. LNC product return and discrepant shipment procedures are designed to negate any additional effort on the part of the customer other than communicating and assisting in the return of the item while ensuring accurate invoicing. LNC immediately processes the corrected order upon customer notification of a problem. LNC' goal is to get the replacement items delivered as quickly as possible without unnecessary delays due to paperwork or other procedural issues.

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

Products will be returned to L.N. Curtis & sons, 4647 S. 33rd St. Phoenix, AZ 85040. They may call their LNCS Field Sales Representative, Gary Norton 480-296-5202 or Travis Sparks 520-709-6360 to request any post sales support including warranty and maintenance service. Our field sales representative will take it from there by coordinating all required support need by the Mohave Member.

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

877-453-3911

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

24 Hours

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

Will members be required to sign supplemental or end-user agreements (sales, training maintenance)?

Yes No

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

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

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

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

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

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

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price schedule after **Tab 3a**. Place any supplemental end-user agreement forms, which include terms and conditions and/or member signature after **Tab 4b**.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
L.N. CURTIS AND SONS, INC.

[Quotation]

See following pages.

Ph: 602-453-3911
 TF: 877-453-3911
 Fax: 602-453-3910
 azsales@lncurtis.com
 DUNS#: 00-922-4163



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
 www.LNCURTIS.com
 Quotation No. 54805

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Fountain Hills Fire Department 16705 East Avenue Of The Fountains Fountain Hills AZ 85268	Fountain Hills Fire Department 16705 E. Ave. Of The Fountains Fountain Hills AZ 85268	54805	03/02/2017	05/01/2017
		SALESPERSON	CUSTOMER SERVICE REP	
		Gary Norton gnorton@lncurtis.com 480-296-5202	Alex Rodriguez ARodriguez@lncurtis.com 602-800-7844	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Dave Ott	C34488	Net 30	MHVE
F.O.B.	SHIP VIA	REQ. DELIVERY DATE		
FTSP	Best Way			

SPECIAL INSTRUCTIONS

*PRICING IN ACCORDANCE WITH MOHAVE CONTRACT 16K-LNCS-1202

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	BH10F3 EAGLE	Blackhawk CFS BreathingAir Compressor System - 10HP 6000psi - 208-230V 3-Phase Electrical Attached specifications included. BlackhawkCFS Compressor system with the following installed accessories added to unit price to include: -Outside air intake filter/housing (Remote Air Intake) -Fault Shutdown Indicator light package -AMS - Air Monitor system (CO & H2O) -Four, UNI/ISO 6000 bulk piped cylinders mounted on unit, -ACC-SPACERKIT-CCSX2 SCBA Spacer kit -4.5 Priority Fill System (ACC-4500-PRIORITY FILL) Control	\$47,021.20	\$47,021.20

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 54805

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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SMALL BUSINESS
CAGE CODE: 5E720
DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 05/01/2017. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$47,021.20
Tax Total	\$3,932.76
Transportation	\$1,200.00
Total	\$52,153.96