

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SHADE STRUCTURES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 9, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Shade Structures, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 15N-SSI-0105, dated January 5, 2016 (the "Mohave Contract"), for the Contractor to provide pre-engineered fabric shade structures. 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 Contractor, and the Mohave Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with a replacement shade for the tot lot in Golden Eagle Park, as more particularly set forth in Section 2 below (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

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 Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 8, 2017, unless terminated as otherwise provided in this Agreement or the Mohave Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the Mohave Contract and as more particularly set forth in the Proposal attached hereto as Exhibit B and incorporated herein by reference.

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

4. Compensation. The Town shall pay Contractor an amount not to exceed \$3,956.36 for the Materials and Services at the rates set forth in the Mohave Contract and as more particularly set forth in the Proposal.

5. Payments. The Town shall pay the Contractor upon acceptance and delivery of Materials and/or Services performed and completed, and upon submission and approval of an invoice. The invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. 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 Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor'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 Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws

and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

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

9. 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.

10. 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 Contractor 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. Contractor 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.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, 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 work order or 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 Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. 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.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. 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, Esq.

If to Contractor:        Shade Structures, Inc.  
                                  2628 West Birchwood Circle, Suite B  
                                  Mesa, Arizona 85202  
                                  Attn: Rhonda Cox

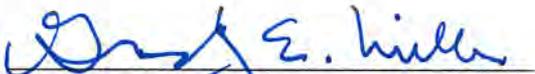
or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
Grady E. Miller, Town Manager

ATTEST:

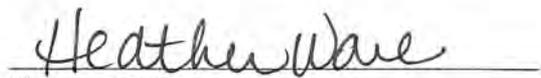
  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On March 23, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SHADE STRUCTURES, INC.

[Mohave Contract]

See following pages.

## Bid and Acceptance Form

Place after Tab 1a

### IFB 15N-1009 Pre-engineered Fabric Shade Structures

**To Mohave Educational Services Cooperative, Inc.:**

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Bidder 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 bid.

Federal Employer Identification Number 46-3899811

Company Name Shade Structures, Inc.

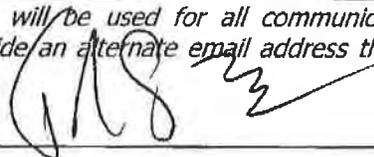
Address 8505 Chancellor Row City Dallas State TX Zip 75247

Telephone Number 214-905-9500

Printed Name John Saunders Title President

Primary Email rcox@usa-shade.com Alternate email vmarquez@usa-shade.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.*

Authorized Signature 

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

**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 Bid and Contract Award (Mohave Only)

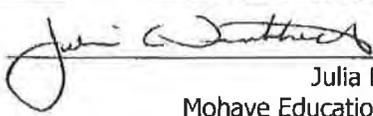
**Your Bid is Hereby Accepted:**

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, and amendments.

This Contract shall be referred to as Contract Number 15N-SSJ-0105

Awarded this 16 day of November 2015.

This contract shall be effective this 5 day of January 2016.

  
Julia E. Tribbett, Executive Director  
Mohave Educational Services Cooperative, Inc.

## 15N-SSI-0105 Table of Contents

### Shade Structures, Inc. Response to IFB 15N-1009

Tab 1A – Signed Offer and Acceptance Form .....	See document 6. 15NSSI0105 Award, Extensions and Amendments.
Tab 1B – Amendments .....	No Amendments were issued for this IFB.
Tab 1C – General Terms & Conditions and Standard Terms & Conditions for Construction .....	2
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Tab 2B – Certificate of Insurance .....	Please call Mohave for information.
Tab 2C – Financial Information.....	All financial information is kept confidential and has been removed.
Tab 3A – Price Proposals .....	See document 7. 15NSSI0105 Pricing Summary.
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Tab 5 – Additional Information .....	Please call Mohave for information.

Click section title to be taken directly to that section.

# General Terms and Conditions

*Place after Tab 1c*

## **1. CANCELLATION**

**1.1. 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 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.
- 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 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.

**1.2. 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 is acquired by an independent third party.

**1.3. 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.

**1.4. 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.

**1.5. 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
- Failing to provide required performance bonds;
- Performing work or providing products/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.

**1.6. 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 goods 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.

**1.7. 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.

**1.8. 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.

**1.9. 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 provided to Mohave for demonstration or evaluation are not considered gratuities.

## **2. CERTIFICATION**

By signing the Bid and Acceptance Form (page 51 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, Scope of Work, specifications and other documents in this solicitation.
- The submission of the bid 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.
- Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- Bidder 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).
- Bidder 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, bidder 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, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, Scope of Work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

### **3. CONFIRMATION**

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

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

### **4. CONFIDENTIAL INFORMATION**

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

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

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

### **5. COOPERATIVE PURCHASING**

**5.1. 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 contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

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

**5.3. Most favored customer relationship:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Contract vendor may respond to any solicitation without regard to this contract. 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.

### **6. ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) 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.

### **7. EVALUATION and AWARD**

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

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

**7.3. 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 amendments contained in this bid. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**7.4. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, 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 or locations.

**7.5. 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.

**7.6. 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.

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

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

## **8. FEDERAL and STATE REQUIREMENTS**

**8.1. 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.

**8.2. 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, 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, General Conditions of the Contract for Construction
- 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 (<http://www.hud.gov>).

**8.3. 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.

**8.4. 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.

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

**8.6. Non-compliance:** All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder 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.

**8.7. 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.

**8.8. 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.

## **9. 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.

## **10. INDEMNIFICATION**

**10.1. 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 fire 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.

**10.2. 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 others not having modified their equipment or software.

**10.3. 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.

## **11. LICENSES**

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

## **12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

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

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

## **13. ORDERING CYCLE**

**13.1. 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.

**13.2. Audit of contract activity:** Mohave will audit some of the invoices made under 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.

**13.3. 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.

**13.4. 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.

**13.5. 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.

**13.6. 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.

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

## **14. OVERVIEW**

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

- 14.2. Modification of contract:** An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.
- 14.3. Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. Bid opening:** Bids shall be opened immediately following the bid due date and time. Pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.
- 14.10. Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.
- 14.11. 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.
- 14.12. 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.
- 14.13. 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.
- 14.14. Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

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

**14.16. 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.

**14.17. 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

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

**14.19. Relationship of the parties:** 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.

**14.20. Removal from prospective bidders list:** Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Invitations for Bid for similar procurements may be removed from the prospective bidders list. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

**14.21. 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.

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

**14.23. 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.

## **15. PAYMENT**

**15.1. 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.

**15.2. 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).

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

**15.4. 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.

**15.5. Credit hold:** Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

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

**15.7. Prepayment:** In accordance with the current 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.

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

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

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

**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 name, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

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

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

## **16. PREPARATION OF BID and BID FORMAT**

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

**16.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders 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 bids shall not be considered.

**16.3. Bidder responsibility:** Bidder 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 bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

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

## **17. PRODUCT LINES**

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

**17.2. 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.

**17.3. 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.

**17.4. 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.

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

## **18. PROTESTS**

Protests shall be filed with Anita McLemore, the Director of Mohave Operations (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 Director of Mohave Operations of Mohave 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.

## **19. 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.

## **20. SAFETY STANDARDS**

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

## **21. SHIPPING**

**21.1. 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.

**21.2. 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.

**21.3. 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.

**21.4. 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.

## **22. SUSPENSION OR DEBARMENT STATUS**

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

## **23. TAXES**

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

**23.2. 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.

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

**23.4. 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.

**23.5. 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.

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

# Standard Terms and Conditions for Construction

*Place after Tab 1c*

## 1. **BID SECURITY**

- 1.1. Amount of bid security:** All bidders for a contract under this IFB shall include acceptable bid security in the amount of **\$100,000** with the submission of their bid.
- 1.2. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."
- 1.3. Form of bid security:** Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), ARS §34-608 and §41-2573]. Bid security may be provided using the form found in this IFB, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

## 2. **CHANGE ORDERS**

- 2.1. Adherence to specifications and drawings:** The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.
- 2.2. Change order requirement:** Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

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

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the Scope of Work and needs to be documented.

- 2.3. Costs for changes associated with improper checking or coordination:** The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

## 3. **CONSTRUCTION CONTRACTS**

- 3.1. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.
- 3.2. Member delays:** As required by ARS §15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

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

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

**3.5. Member representative:** All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

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

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

**3.8. Work performed by the member:** Work to be performed by the member must be clearly described and agreed upon prior to project start up.

#### **4. CONSTRUCTION SCHEDULE**

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

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

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

#### **5. COORDINATION**

**5.1. Conflict with member activities:** The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

**5.2. Coordination with other vendors:** The contract vendor shall coordinate with other contractors.

**5.3. Interruption of other work:** The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

## **6. DELIVERY OF CONSTRUCTION MATERIALS**

- 6.1. Condition of materials on delivery:** The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.
- 6.2. Delivery requirement:** The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member's representative.
- 6.3. Precautions:** The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.
- 6.4. Rejected and damaged material:** Damaged or rejected materials shall be immediately removed from the work area.

## **7. COURSE OF CONSTRUCTION INSURANCE**

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

## **8. LABOR PRACTICES**

- 8.1. Labor practices:** The contract vendor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.
- 8.2. Labor requirements:** The method and manner of performance must be stated in quotes and/or project documents; employees of the contract vendor are not employees of the member; the level of competency of the personnel will be subject to approval by the member; the contract vendor must agree to comply with all current applicable federal, state, and local laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the contract vendor will use to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees will be clearly stated in quotes and/or project documents.
- 8.3. Quality of work:** All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foreman or supervisor.
- 8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.
- 8.5. Supervision:** The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

## **9. LIQUIDATED DAMAGES**

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

## **10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE**

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

## **11. MEMBER COSTS**

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

## **12. PERFORMANCE AND PAYMENT BONDS**

**12.1. Issuing performance and payment bonds:** Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS §34-222, §34-223, §28-6923, §41-2574, or R7-2-1103 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

The contract vendor shall supply Mohave with a copy of the bonds upon request. If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be cancelled.

For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

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

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

## **13. PROGRESS PAYMENTS**

**13.1. Progress Payments on Construction:** R7-2-1105 allows for progress payments if the contract vendor agrees to adhere to ARS §41-2577 (B) (D) (F) and as applicable in ARS §34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

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

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

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

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

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

#### **14. PROJECT ADVERTISING**

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

#### **15. PROJECT COMPLETION**

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

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

#### **16. PUBLIC WORKS**

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

**16.2. Receipt of public funds:** Contract vendors and subcontractors will meet the requirements of ARS Title 34, Article 3, for eligibility to receive public funds.

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

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

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

#### **17. RETENTION**

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

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

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

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

## **18. RULES, REGULATIONS AND CODES**

**18.1. Certification of personnel regarding renovations, repair, and painting:** Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

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

**18.3. Hazard notification:** Contract vendor must advise member whenever work is expected to be hazardous.

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

## **19. SURETY COMPANIES**

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

## **20. WARRANTY/MAINTENANCE CONTRACTS**

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

**20.2. 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.

## **21. WORKSITE**

**21.1. Site access:** The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

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

## General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form

*Place after Tab 1c*

*Signature on Page 51 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction 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 the Standard Terms and Conditions for Construction:**

- We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

*(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 and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions and/or Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. 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 demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

## Special Terms and Conditions

*Place after Tab 1d*

The following Special Terms and Conditions are in addition to the General Terms and Conditions and Standard Terms and Conditions for Construction that appear on pages 31-49. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 30).

### **1. DELIVERY**

- 1.1. 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.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. 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.
- 1.5. 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. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

### **2. FORM OF CONTRACT**

- 2.1. Contract vendor contract documents:** Mohave will review prospective contract vendor contract documents. If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.  
  
If awarded a contract, any contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them.
- 2.2. Form of contract:** The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and as required by the member, properly issued member purchase orders referencing the requirements of the Invitation For Bid.
- 2.3. 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.

### **3. INSTALLATION**

Installation shall be scheduled directly with the 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.

### **4. INSURANCE**

- 4.1. Deductibles:** Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

**4.2. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public 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 by means of a current certificate of insurance with the coverage as stated above, with your bid. 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.

All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member and Mohave have received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

**4.3. Scope of Insurance:** Contract vendor's insurance shall provide adequate protection for contract vendor and contract vendor's subcontractors, respectively, 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.

**4.4. 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.

**4.5. 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 state statute and evidenced by a certificate of insurance.

## **5. MAINTENANCE FACILITIES AND SUPPORT**

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

## **6. MANUFACTURER SUPPORT**

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

## **7. 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 separate from approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

## **8. BID ACCEPTANCE PERIOD**

A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after specified due date and time.

## **9. OVERVIEW**

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

**9.2. Bid Bond:** Bidder shall provide an original bid bond or alternate bid security in the amount of **\$100,000**. *Place after Tab 1f.* Note: Bid security as a percentage of the bid value (e.g. – 10% of contract award) is not acceptable.

**9.3. Bonding Capacity:** The required minimum single job bonding capacity for this contract shall be \$150,000. Bidder shall provide a letter from your bonding agency describing your current bonding capacity as follows:

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

If the original letter is not signed and/or has conflicting information, it shall render your bid nonresponsive. *Place letter from bonding agency after Tab 1f.*

### **9.4. Order cycle overview:**

#### **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 the 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.

## **10. PRICING**

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

**10.2. Application of pricing:** In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote 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 IFB must 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 adjustment for defined surcharges must be identified in the bid); 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 any category of buyers or buyers constituting the general buying public for the materials or services involved.

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

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

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

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

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

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

**10.9. Fixed prices:** Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies (raw material, fuel or other surcharges) outlined in the bid. 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 bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

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

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

**10.12. 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 will be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

**10.13. 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 goods or services used to fulfill the contract.

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

**10.15. 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.

**10.16. Price workbook:** All bidders must complete the 15N-1009 Workbook titled "**15N Workbook.xlsx**". Provide a CD, USB, or similar electronic media device with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the 15N-1009 Workbook shall render your bid nonresponsive. **Place after Tab 3a.** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

**10.17. 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.

**10.18. Travel/drive rates or mobilization:** Contract vendor may charge for travel/drive rates or mobilization under this contract.

- Travel/drive rates are labor rates charged for time in transit to and from a job site, per person.
- Travel/drive rates may be used with mileage reimbursement, but shall be listed separately. Travel/drive rates are only applicable for out of area employees working under this contract.
- Mobilization charges are for the movement of equipment to the jobsite. 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.

**10.19. Special pricing offers:** Special pricing offers (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

## **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 applicable 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.

**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 state 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.

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

## **12. SUBCONTRACTORS**

**12.1. Awarding subcontracts:** Bidder agrees that any subcontract competitively solicited by contract vendor will 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 will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will 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 bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid 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.

**12.6. Use of subcontractors:** Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay 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 materials, equipment and/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) potential 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. WARRANTY/QUALITY GUARANTEE**

**14.1. Extended warranties/service 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. The maintenance contract shall be offered as a separate line item.

**14.2. 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.

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

**14.4. Quality:** Unless otherwise specified, contract vendor warrants that for two (2) years 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.

**14.5. Warranty requirements:** Contract vendor warrants that all equipment, materials, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

- Equipment, materials and labor shall be warranted at a minimum as follows:
  - Steel structures: 10 years
  - Fabrics: 8 years
  - Fabrics (red and red/white stripe): 3 years

**14.6. 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 51 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 language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

## Scope of Work

Place after Tab 1e

### 1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for Pre-engineered Fabric Shade Structures, installation and repairs as specified within this Invitation for Bid. 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](http://www.mesc.org). Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extension options.

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 and/or materials. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

Two contract vendors hold Mohave's current contract for the specified products and services. Activity under the contract from 1/1/11 through 8/30/15 was \$4,747,349, and year to date activity (as of the publication date of this IFB) is \$923,382. This information is provided as an aid to bidders in preparing bids 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
Invitation for Bid Issued	September 4, 2015
Pre-bid Conference Held	September 15, 2015 at 9:00 a.m. (local AZ time) Audio Only Pre-bid conference will be held utilizing <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	October 2, 2015 at 5:00 p.m. (local AZ time)
IFB Due Date and Time	October 9 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	October 9, 2015 at 3:00 p.m. (local AZ time)
Notice of Intent to Award ( <i>estimated date only</i> )	December 1, 2015
Execution of Contract(s) ( <i>estimated date only</i> )	January 4, 2016

### 3. SUBMISSION OF BIDS

3.1. Bids 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 bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist*.

### 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

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

**1) Pricing Information:** Discount summary, electronic workbook and/or pricing documents, mobilization and transportation costs (travel/drive rates, airfare, car rental, mileage, lodging, M&IE), pricing methodology, bond methodology;

**2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity:** Bid and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Standard Terms and Conditions for Construction, Scope of Work, Specifications with exceptions/deviations noted, bid bond/alternate security, bonding capacity;

**3) Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;

**4) Primary Contract Documents:** Completed primary contract documents, support and maintenance information, sample supplemental agreements;

**5) Additional Information:** Checklist form, descriptive literature and supporting printed data, manufacturer Specifications, fabric Specifications and additional information.

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

American Concrete Institute (**ACI**): [www.concrete.org](http://www.concrete.org)

American Society for Testing and Materials (**ASTM**): [www.astm.org](http://www.astm.org)

American Welding Society (**AWS**): [www.aws.org](http://www.aws.org)

International Code Council (**ICC**): [www.lccsafe.org](http://www.lccsafe.org)

National Fire Protection Association (**NFPA**): [www.nfpa.org](http://www.nfpa.org)

## Specifications

*Place after Tab 1e*

### **SPECIFICATIONS**

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

**Deviations from Specifications:** Bidders 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 exceeds Specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

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

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

**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 bidder 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 will be the sole judge on the question of equivalent quality, and Mohave's decision shall be final.

Specifications	Comply	Deviate *
<b>1.1 General Specifications</b>		
1.1.01 Contract vendor shall provide standard and custom Pre-engineered Fabric Shade Structures in a variety of forms and shapes including, but not limited to: dome, pyramid, hexagonal, wave hip, pentagon and octagon.	X	
1.1.02 Contract vendor shall also provide shade structure repair and service.	X	
1.1.03 Contract vendor shall be responsible for the design, engineering, fabrication, supply and installation of products under an awarded contract.	X	
1.1.04 Shade structures shall meet all current applicable federal, state and local codes and standards.	X	
1.1.05 Shade structures shall be engineered to withstand minimum wind loads per current applicable International Building Codes and/or local building codes, whichever is greater.	X	
1.1.06 Shade structures and structure components shall be treated to prevent corrosion and be warranted against structural failure.	X	
1.1.07 Shade shall be securely fastened to the ground or other appropriate structure. Structure steel components shall be bolted to or embedded in reinforced concrete footings.	X	
1.1.08 Certified welders shall complete shop and field welding in accordance with current applicable AWS standards.	X	

1.1.09	Shade structure hardware shall be first grade stainless steel. When stainless steel hardware would be structurally insufficient, galvanized steel hardware shall be used. All hardware shall include neoprene washers for watertight seals at all joints. Hardware shall meet or exceed current applicable ASTM standards.		X
1.1.10	Contract vendor shall demonstrate experience in installing Pre-engineered Fabric Shade Structures. The reference information that you provide shall include projects where your firm has installed Pre-engineered Fabric Shade Structures. <i>(Place after Tab 2b)</i>	X	
1.1.11	Leasing is not requested in this solicitation.	N/A	
<b>1.2</b>	<b>Fabric Specifications</b>		
1.2.01	Fabric canopies shall be available in a variety of colors, patterns and designs.	X	
1.2.02	Fabric material shall be constructed using a knitting process with ultra violet (UV) inhibited thread. Fabric shall be resistant to runs and tears; be mildew and fade resistant. Fabric shall not crack in temperatures lower than -20°F.	X	
1.2.03	Fabric materials and colors shall have, as a minimum, a UV protection factor of 70%. Fabric material shall allow for a temperature reduction of 15%. Fabric weave shall be porous to allow for escape of hot air and be water repellent.	X	
1.2.04	Fabric shall meet the current applicable ASTM and NFPA fire resistance standards.	X	
1.2.05	Contract vendor shall provide evidence that shade fabric has met specifications including, but not limited to: UV protection, density, stretch and effects of aging. Test results shall be from a licensed testing laboratory. <i>(Place after Tab 5d)</i>	X	
<b>1.3</b>	<b>Steel Structure Specifications</b>		
1.3.01	Contract vendor shall provide steel structures in various designs dependent upon site and member need.	X	
1.3.02	Steel structures shall be available in a variety of sizes and in various combinations, ranging from but not limited to: 8' x 8' up to 64' x 64'.	X	
1.3.03	Steel structures shall be available in various entry heights ranging from but not limited to: 7' up to 18'.	X	
1.3.04	Structures manufactured with rolled steel, cold-formed or seamless steel tubing shall meet or exceed current applicable ASTM Standards.	X	
1.3.05	Hardware used to mount structure to footings shall meet current applicable ASTM Standards.	X	
1.3.06	Tension cables shall be galvanized steel 7 strand / 19 wire. Diameter of cable used shall be dependent upon load specification and range from 1/4" to 1/2".	X	
1.3.07	All steel components shall be powder coated with an outdoor UV inhibited, weather resistant polyester powder 3.0 mils or thicker.	X	
<b>1.4</b>	<b>Concrete Footing Specifications</b>		
1.4.01	Concrete shall meet current applicable ACI standards.	X	
1.4.02	Ancillary concrete work for sidewalks, pads or other forms shall not be allowed under this contract.	X	
1.4.03	Concrete footings shall be reinforced with rebar. Footings with bolt – down hardware are preferred.	X	
1.4.04	Concrete footings shall be designed and constructed to meet soil conditions, structure span, structural load, height and current applicable building codes.	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 51 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 meets or exceeds specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Section 1.1.09 All hardware will be galvanized.

**Bid Bond**

*Place after Tab 1f*

KNOW ALL MEN BY THESE PRESENTS:

THAT, SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES

(hereinafter called Principal), as Principal, and WESTCHESTER FIRE INSURANCE COMPANY

a corporation organized and existing under the laws of the State of PA, with its principal office

in the city of PHILADELPHIA, (hereinafter called the

Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the

State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the

said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and

assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pre-engineered Fabric Shade Structures.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 30th day of September, 2015.

SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES

PRINCIPAL SEAL

BY John Saunders, President

WESTCHESTER FIRE INSURANCE COMPANY

SURETY SEAL

BY Jennifer Williams, Attorney-In-Fact

Aon Risk Services Central, Inc

AGENCY OF RECORD

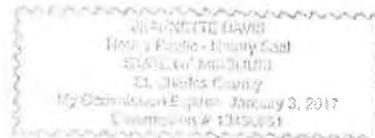
ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI  
COUNTY OF ST. CHARLES

On this 30th day of September, 2015, before me, Jeannette Davis, a Notary Public, within and for said County and State, personally appeared Jennifer Williams to me personally known to be the Attorney-in-Fact of and for Westchester Fire Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Missouri  
County of St. Charles



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Catherine L Geimer, Christina Baratti, Eric D Sauer, Jeannette M Davis, Jennifer Williams, Salena Wood, Susan R Schwartz, Thomas U Krippene, all of the City of SAINT LOUIS, Missouri, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of June 2015.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 9 day of June, AD 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 26, 2018

*Karen E Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30<sup>th</sup> day of September 2015



*William L. Kelly*  
William L. Kelly, Assistant Secretary

POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 05, 2017



September 30, 2015

**Re: Shade Structures Inc. dba USA Shade & Fabric Structures**

To Whom It May Concern:

It has been the privilege of Aon Risk Services Central, Inc. and Westchester Fire Insurance Company to provide surety bonds on behalf of Shade Structures Inc. dba USA Shade & Fabric Structures. In our opinion, Shade Structures Inc. dba USA Shade & Fabric Structures remains properly financed, well equipped and capably managed.

At the present time, Westchester Fire Insurance Company provides a \$1,000,000 single project/\$6,000,000 aggregate surety program to Shade Structures Inc. dba USA Shade & Fabric Structures. As always, Westchester Fire Insurance Company reserves the right to perform normal underwriting at the time of any bond requests, including, without limitation prior review and approval of relevant contract documents, bond forms, and project financing.

Westchester Fire Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A++ XV by A.M. Best Company.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our client.

Signed, Sealed and Dated  
30th Day of September, 2015.

Very truly yours,  
Westchester Fire Insurance Company

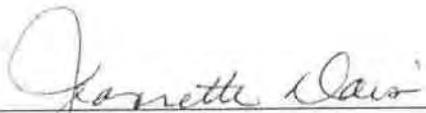
By: Jennifer Williams  
Jennifer Williams, Attorney-In-Fact

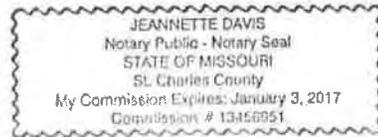
ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI  
COUNTY OF ST. CHARLES

On this 30th day of September, 2015, before me, Jeannette Davis, a Notary Public, within and for said County and State, personally appeared Jennifer Williams to me personally known to be the Attorney-in-Fact of and for Westchester Fire Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Missouri  
County of St. Charles



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

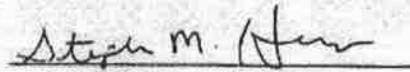
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Catherine L Geimer, Christina Baratti, Eric D Sauer, Jeannette M Davis, Jennifer Williams, Salena Wood, Susan R Schwartz, Thomas U Krippene, all of the City of SAINT LOUIS, Missouri, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of June 2015.

WESTCHESTER FIRE INSURANCE COMPANY

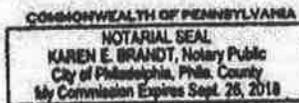


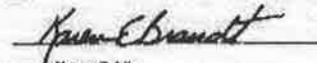
  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 9 day of June, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30<sup>th</sup> day of September, 2015



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 05, 2017.



## Supplemental Information – Method of Approach

*Place after Tab 2a*

**Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder 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 bid being considered nonresponsive.**

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Bidder shall provide a project plan that describes how the bidder intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
  - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
  - Communication process with Mohave and its members;
  - Standard delivery time for products/services after receipt of purchase order; and
  - Any other value-added services that may benefit members. Provide specific information.
3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.

\*\*See attached

Indicate if your bid is regional or statewide: Regional \_\_\_\_\_ Statewide  X

If regional, indicate the regions in Arizona you will serve.

N/A

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

N/A

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

Maricopa/Pinal/Pima counties  95  %

Northern Arizona  2.5  %

Southern Arizona  2.5  %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

All

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

In the event we are unable to complete the work ourselves, our certified subcontractors  
will complete the project in a professional way.



## Tab 2a Method of Approach and Qualifications and Experience

### Executive Summary

The selection of a company to provide shade is a critical decision. Choosing the wrong company can subject clients to numerous problems. As a proven leader in the shade industry with over 200,000 installations nationwide in an unparalleled diversity of market segments, USA SHADE offers product and services that competitors are simply unable to match.

In addition to having a uniquely superior product line, perhaps the greatest asset of USA SHADE is the service provided by a staff of the most talented professionals in the shade industry. USA SHADE offers Mohave comprehensive in-house engineering services, fabrication, manufacturing, project management and complete installation. **Project Plan**

### Account Team:

**Mohave Point of Contact: Senior Sales Administrator: Rhonda Cox 480-525-5791**

Regional Sales Manager: Jeff Strasser 480-734-3509

Construction Manager: Sherry Coker 480-525-5789

The point of contact for the Mohave contract and periodic account review process will be the senior sales administrator. The senior sales administrator should be the first point of contact on all Mohave requests.

The delivery time for products is 4 to 6 weeks. If permitting is required, an additional two weeks will be added to the delivery for sealed drawings and in addition, the permit process time required by each city.

Any requests for services that fall under the Mohave contract will be reviewed by the senior sales administrator to ensure they fall under the contract and no products or services or sold that are not included in the Mohave Contract.

The account team for Mohave has many years of experience working with the Mohave contract. The regional sales manager for USA SHADE is in our local office and available by cell phone. He is supported by a vast amount of experience in the administration of Mohave work and our senior construction manager. USA SHADE Senior Sales Administrator has 5 years' experience

### Project Plan, Continued

in coordinating all aspects of Mohave projects from notification of a project to the final installation and is the main point of contact. Our installers have been installing Mohave projects





since 2004. USA SHADE Construction Manager has over 10 years' experience overseeing and coordinating the installation of shade structures for Mohave and 11 years' experience running the installation department in Arizona office for USA SHADE.

### **History of Company**

USA SHADE began offering standard structures as in the Mohave Bid since 1991. These structures were formed as a result of the success of fabric structures in the European, Australian and South African markets. Over the years, we have assembled a team of exceptionally talented people with unique capabilities in this technically advanced and detail oriented market. We believe that it is of the utmost importance to remember that "people build companies" and "people build structures." USA SHADE is dedicated to building long term customer relationships by providing world class customer service.

### **Office Locations**

**Corporate Headquarters**  
8505 Chancellor Row  
Dallas, Texas 75247  
Phone: 214-905-9500  
Toll Free: 800-966-5005

**Arizona Office**  
2628 W. Birchwood Circle, Suite B  
Mesa, Arizona 85202  
Phone: 480-466-0066  
Toll Free: 877-595-6391

### **Minority**

USA SHADE does not qualify as a minority owned business.

### **Authorization to Submit Bid**

USA SHADE is the bonafide manufacturer of the shade structures for this bid.



## Supplemental Information – Qualifications and Experience

*Place after Tab 2a (except as noted below)*

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

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the products/services you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.
3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.* **Place after Tab 2d.**

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2d.**

4. Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate if the products offered in the bid meet applicable industry standards. List applicable awards and/or standards.
5. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in the evaluation.*
6. Include information regarding your authorization to submit a bid for the specified equipment/services and that you can provide the equipment/services if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the bid or if you are a manufacturer of the equipment/services in the bid.
7. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished/products and services have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
  - Organization's name and location
  - Organization's representative and contact information (phone and email address)
  - A brief description of the work, when and where the work was performed
  - Any specific issues that may be pertinent regarding the work performed
  - Letters shall be properly dated, signed and on organization's letterhead



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**USASHADE**  
& Fabric Structures

Arizona Office  
2628 W. Birchwood Circle, Ste. B Mesa, Arizona 85202  
P. 480.446.0066 F. 480.446.8679 TF. 877.595.6391

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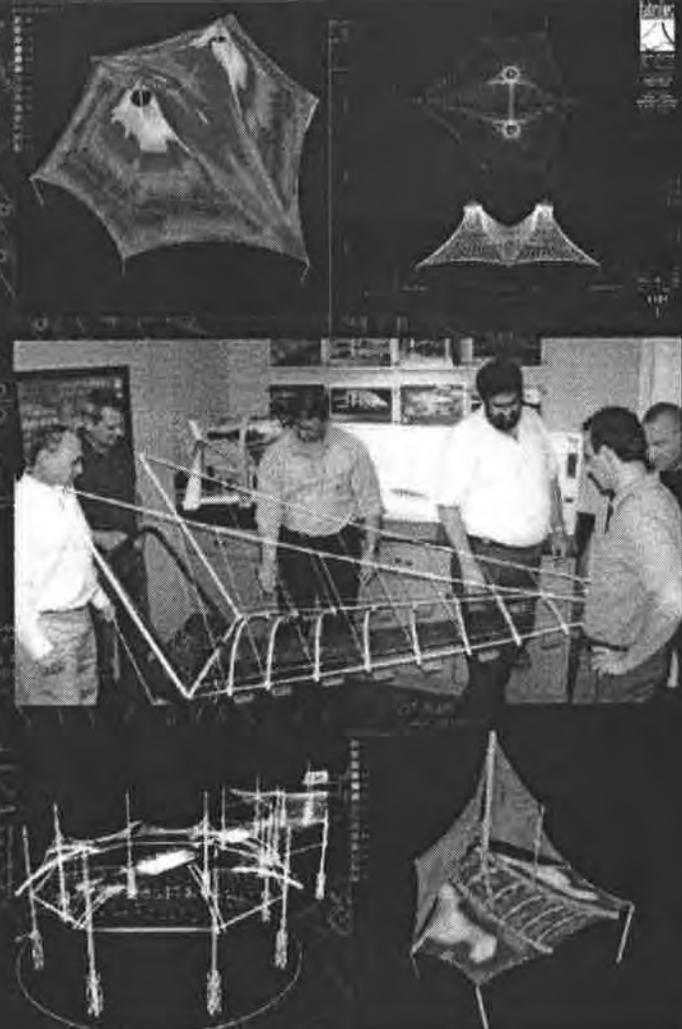




**USASHADE**  
& Fabric Structures,

## ENGINEERING

- Establishing the required centerline geometry of the structure
- 3D- Modeling using specialized "NDN" software
- Preliminary Loads & Reactions
- Preliminary Structural Steel Analysis
- DWG 100 Packages for client interaction
- Design Drawings
- Structural drawing &
- Engineering Calculations
- Membrane "Patterning"



BRANDS YOU KNOW...STRUCTURES YOU TRUST

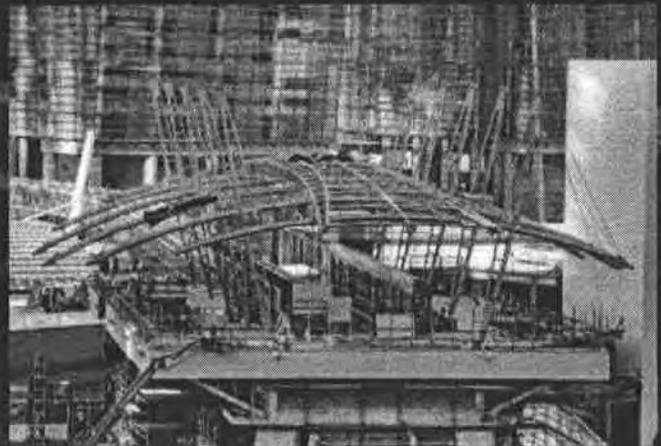


**USASHADE**  
& Fabric Structures.

## STEEL FABRICATION

- ❖ 250,000 cumulative square foot manufacturing plant based in Dallas, TX
- ❖ Custom Designed with state-of-the-art equipment
- ❖ International Accreditation Services (IAS) Certification
- ❖ Prototyping
- ❖ Sand Blasting
- ❖ Hot Dip Galvanizing
- ❖ Various Paint Options: 2 Coat, 3 Coat & Custom
- ❖ Powder Coating

"We operate a custom designed, IAS certified steel fabrication plant managed by an experienced team that focuses on quality, safety and delivery."



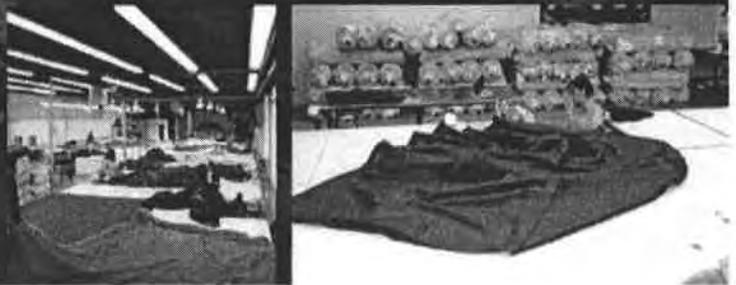
BRANDS YOU KNOW...STRUCTURES YOU TRUST



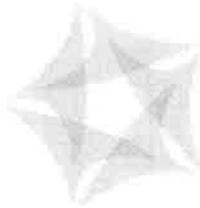
**USASHADE**  
& Fabric Structures.

## FABRIC FABRICATION

- ✦ Fabrication plant located in Dallas, TX
- ✦ Custom Designed with state-of-the-art equipment
- ✦ International Accreditation Services (IAS) Certification
- ✦ Multiple sewing type capability
- ✦ Lockstitch for joining panels
- ✦ Reinforced pockets and corners
- ✦ Webbing tabs for corner pin connection
- ✦ Produced in a controlled environment



BRANDS YOU KNOW...STRUCTURES YOU TRUST



# USASHADE & Fabric Structures®

Name

**Rhonda Cox**

tel: 480.446.0066  
fax: 480.446.8679  
e-mail: rcox@usa-shade.com

Education

Asso. Of Arts & Science Rio Salado

Professional Experience

USA Shade & Fabric Structures	Sr. Sales Administrator	2010-2015
C-Truman Company	Office Manager	2007-2010
RSP & Associates	Account Executive	2003 – 2006
Color Reflections	Office Manager/ Sales Admin	2001 – 2003

Skills and Certifications

- Accounts Payable
- Accounts Receivable
- Contract Administration
- Expense Reduction
- Inventory Loss Reduction
- Notary Republic
- Office Management
- Project Coordination
- Report and Document Management
- Sales Coordination
- Scheduling

Professional Projects

- ASU Engineering Courtyard, Tempe AZ
- Avondale Transit Center, Avondale AZ
- Bell Recreation Center, Sun City, AZ
- Collins Court, Phoenix AZ
- Gila River Indian Community Schools
- Kyrene School District, Tempe AZ
- McCormick Railroad Park, Scottsdale AZ
- Mesa Grande Ruins, Mesa AZ
- Mesquite Groves Aquatic Center, Chandler AZ
- Miracle League of Arizona, Scottsdale AZ
- Phoenix Elementary School District, Phoenix, AZ
- Rancho Sahuarita Parks, Sahuarita AZ
- Sahuarita Unified School District, Sahuarita, AZ
- Scottsdale Unified School District, Scottsdale AZ
- Steam Prep Academy, San Tan Valley, AZ
- St. Joseph's Hospital Parking Garage, Phoenix AZ
- Tempe Unified School District, Tempe, AZ



Name

**Sherry L. Coker**

tel: 480.446.0066  
fax: 480.446.8679  
e-mail: scoker@usa-shade.com

Professional Experience

USA Shade & Fabric Structures: AZ Construction Administrator, 2004 – Present  
Noble Logistics Services: General Manager, 2000 –2004  
Pony Express: Supervisor & Route Coordinator, 1994-1999

Skills and Certifications

Installation cost estimating, method planning, safety planning  
Installation scheduling  
Extensive experience in mesh fabric and emergency repair  
Extensive experience in construction site surveys  
Fully computer literate with knowledge of major construction management software  
OSHA 30hr Certified  
Competent Person in Fall Protection Safety  
Certified & Safety trained in Boom Lift, Slab Scissor Lift, Rough Terrain Scissor Lift, Rough Terrain Forklift, Warehouse Forklift, and Bob Cat Skid-steer operation  
Certified in CPR, First Aid & Bloodborne Pathogen  
Certified Competent Person in Ladder Safety

Professional Projects

ASU Engineering Courtyard, Tempe AZ  
Avondale Transit Center, Avondale AZ  
Bell Recreation Center, Sun City, AZ  
DPS Training Facility @ South Mountain, Phoenix AZ  
Dream Catcher Baseball Complex, Surprise AZ  
Gila Ridge High School, Yuma AZ  
Gila River Indian Community Schools  
Horizon Learning Center, Phoenix AZ  
Howenstein High School – Habitat for Humanity, Tucson AZ  
Kyrene School District, Tempe AZ  
McCormick Railroad Park, Scottsdale AZ  
Mesquite Groves Aquatic Center, Chandler AZ  
Miracle League of Arizona, Scottsdale AZ  
Peoria High School Aquatic Center, Peoria AZ  
Quail Haven Park, Chandler AZ  
Queen Creek Aquatic Center, Queen Creek AZ  
Rancho Sahuarita Parks, Sahuarita AZ  
Sahuarita School District, Sahuarita AZ  
Salt River Pima-Maricopa Indian Community Schools, Scottsdale AZ  
Scottsdale Unified School District, Scottsdale AZ  
St. Joseph's Hospital Parking Garage, Phoenix AZ

Education

Bachelor of Science Degree  
in Physical Education: Fort Hays State University, Hays KS





**USASHADE**  
**& Fabric Structures\***

Name

**Jeff Strasser**

*tel:* 480-734-3509  
*fax:* 480-446-8679  
*e-mail:* [jstrasser@usa-shade.com](mailto:jstrasser@usa-shade.com)

Education

Bachelor of Science-Global Business Management 1999  
W.P. Cary School of Business-Arizona State University

Professional Experience

USA Shade & Fabric Structures, Regional Sales Manager, 2013-present  
US Digital Media, General Manager, 2011-2013  
Insulation Distributor Inc., Regional Sales Manager, 2005-2010  
Nuheat Industries, National Builder Manager, 2001-2005  
Black & Decker/Price Pfister, Territory Manager, 1999-2001

Professional Projects

Liberty Elementary- Goodyear, AZ  
Kyrene Monte Vista Elementary-Phoenix, AZ  
Agua Fria High School- Avondale, AZ  
Esmond Station School- Tucson, AZ  
Mountain Point High School- Phoenix, AZ  
St. Henry's Catholic Church- Buckeye, AZ  
Ehrmanns AZ Dairy- Casa Grande, AZ  
Freestone Park- Gilbert, AZ  
Yuma Proving Grounds- Yuma, AZ  
Hohokam Stadium- Mesa, AZ  
Mountain Park Health- Phoenix, AZ  
TPC of Scottsdale- Scottsdale, AZ  
Heritage Swim Park- Buckeye, AZ  
Surprise Aquatic Center- Surprise, AZ



## Florence Unified School District No. 1

P.O. Box 2850 Florence, Arizona 85132  
(520) 866-3500 Fax (520) 868-2302

Amy P. Fuller, Ed.D., Superintendent  
Chris Knutsen, Assistant to the Superintendent  
Tony Jimenez, Assistant to the Superintendent for Administrative Services

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October 6, 2015

To Whom It May Concern:

The Florence Unified School district has done business with USA Shade for approximately three years. The projects for our district in the past include a structural shade at our Walker Butte Campus in 2013. This structure replaced an existing shade (not a USA Shade) which received wind damage. The most recent structure was designed and installed at our STEAM Academy in 2015. The quality of all projects was superior. The company personnel were very knowledgeable and pricing was competitive. All aspects of the construction were completed on schedule and installation went flawless.

I highly recommend this company and will use them in the future for Florence Unified School District.

Sincerely,

Rich DeVries  
Special Projects  
520-251-1877  
[rdevries@fusdaz.org](mailto:rdevries@fusdaz.org)

### Board of Education

Denise Guenther, President      Janeane Candelaria, Vice-President  
Rose Marie M. Monks, Member      Bob Dailey, Member      Steve Johnson, Member



SAHUARITA UNIFIED SCHOOL DISTRICT #30  
350 W. Sahuarita Road, Building 47  
Sahuarita, AZ 85629-9000  
Ph: (520) 625-3502 x1125

*Facilities Department*

September 28, 2015

I am writing to recommend USA Shade & Fabric Structures as a continued supplier and installer under MOHAVE. The District has been using USA Shade & Fabric Structures for over ten years and has been completely satisfied.

They do an excellent job, are always punctual, and quick to respond to any warranty issues. Their whole team from the outside sales representative, office manager, and installer are very professional, knowledgeable, and friendly.

The District has several of their shade structures installed at Anza Trail School, Sahuarita Primary School, Sahuarita Intermediate School, and Sahuarita Middle School. These structures were put in from 2008 to 2012. They have a great product that is also competitively priced.

I am happy to recommend USA Shade & Fabric Structures as a vendor.

Florence Lopez  
Administrative Assistant to Facilities Department  
Sahuarita Unified School District #30  
(520) 625-3502 ext.1125  
[flopez@sahuarita.net](mailto:flopez@sahuarita.net)



The Town of Gilbert  
Parks and Recreation Department  
658 N. Freestone Parkway  
Gilbert, AZ 85234

Eddie Woznica  
M&O Technician  
eddie.woznica@gilbertaz.gov  
602-721-2982

To whom it may concern,  
USA Shade was hired to install 6 shade structures for the Town of Gilbert.

From start to finish, they were successful in completing the entire project on time and with no issues with safety and any other complications that would impact the patrons in the park. The installers were professional and cleaned up the job site as if they were never there.

The Parks and Rec staff will definitely use USA Shade in our up and coming shade projects in the near future.

Respectfully,

Eddie Woznica

A handwritten signature in cursive script that reads "Eddie Woznica".



**Middle Schools**

- Akimel A-ai
- Altadeña
- Aprende
- Centennial
- Kyrene
- Pueblo

**Elementary Schools**

- Brisas
- Cermos
- Cieio
- Colina
- Esperanza
- Estrella
- Lagos
- Lomas
- Manitas
- Mariposa
- Milenio
- Mirada
- Monte Vista
- Niños
- Norte
- Paloma
- Sierra
- KTA - Sureño
- C.I. Waggoner

**Administration**

David K. Schauer, Ed.D.  
*Superintendent*

Mark Knight, Ph.D.  
*Assistant Superintendent*

Lorah J. Neville, M.A. Ed  
*Executive Director*

Jeremy Calles  
*Chief Financial Officer*

**Governing Board**

- Bernadette Coggins
- Michelle Hirsch
- John King
- Kristin Middleton
- Ross Robb

October 5, 2015

To whom it may concern,

This Letter of Reference is in regards to the current Mohave bid for fabric shade structures. I am submitting this Letter of Reference for USA Shade & Fabric Structures for your consideration.

The Kyrene School District has had a long relationship with USA Shade & Fabric Structures. We have used USA Shade & Fabric Structures for installation and repair of our shade structures at the majority of our twenty-five school campuses over the past decade. The Kyrene School District has always found the quality and workmanship of the USA Shade & Fabric Structures products to be of excellent quality. The scheduling of project start and end times is almost always on schedule unless delayed by Mother Nature.

The Kyrene School District has used USA Shade & Fabric Structures for multiple projects including super spans over our basketball courts, large structures over our playgrounds, as well as small two post hip structures in our parking lots and parent pick-up areas.

The quality and craftsmanship of the USA Shade & Fabric Structures product line speaks volumes when compared to the other products we have on our properties that are severely damaged in monsoon storms while the USA Shade & Fabric Structures product is still standing with little or no damage at all.

Please consider USA Shade & Fabric Structures as a top notch vendor with an excellent product line and excellent customer support in your upcoming bid opening.

Sincerely,

Giacomo (Jack) E. Musella, Manager  
Custodial & Regulatory Compliance  
Kyrene School District # 28  
480-541-1607  
[jmusel@kyrene.org](mailto:jmusel@kyrene.org)

 10-5-2015



Scottsdale *Unified* School District

*Engage, Educate and Empower Every Student, Every Day*

Construction Services  
9288 East San Salvador Drive  
Scottsdale, Arizona 85258

Telephone: 480-484-8502  
Fax: 480-484-8540  
Web site: [www.susd.org](http://www.susd.org)

10-5-15

Dear Sir or Madam:

USA Shade & Fabric Structures has been doing work for me for many years. The last project I had was at Cheyenne Traditional School on 9-14-15 replacing tops to two structures from storm damage. The office staff is very professional as are the installers. The quality of work is by far the best in the shade industry.

The next project I have coming up is for four two post systems at Anasazi Elementary over our fall break October 12<sup>th</sup> 2015..

They will be installed at the new student drop-off pick up area. Being this area is newly constructed I hired USA Shade for this project because in my opinion they are the best. The installers do an amazing job. They always have safety in mind and their clean-up is the best. When they are completed with the installs you would never know they were there except there is new shade now in that location.

Sincerely,

Gregory K. Skelton  
Team Lead Grounds Development  
Cell 602-206-5392  
[gskelton@susd.org](mailto:gskelton@susd.org)

**PHOENIX**  
Elementary School District #1

where tradition and innovation merge to create the future.

1817 North 7<sup>th</sup> Street  
Phoenix, Arizona 85006-  
2152  
602-257-3755  
[www.phxschools.org](http://www.phxschools.org)

Date 10/02/2015

**The Governing Board**

**Board President**

Dr. Ruth Ann Marston

**Member**

Dr. Louisa Stark

**Member**

Susan Benjamin

**Member**

Dr. Angel Jannasch-Pennell

**Member**

Daniil Gunitskiy

**The Cabinet**

**Superintendent**

Dr. Myriam M. Roa

**Asst. Superintendent of  
Business Services**

Larry Weeks

**Asst. Superintendent of  
Curriculum and Instruction**

Tom Lind

Christina Ronnberg  
Procurement and Materials Manager  
Phoenix Elementary School District #1  
602-257-3768 – office  
602-228-2097 - cell  
1817 North 7<sup>th</sup> Street  
Phoenix, AZ 85006  
[Christina.Ronnberg@phxschools.org](mailto:Christina.Ronnberg@phxschools.org)

USA Shade & Fabric Structures has done many Shade structures for Phoenix Elementary school District #1 over the years. They have installed new ones At Edison, Garfield, and Dunbar as well as moved a canopy at Herrera school. They have also replaced fabric tops that have been damaged in storms and old age. They have always been courteous and very helpful working with Principals and school staff. They are very safety conscious and look out for the students so they do not get hurt. Phoenix Elementary School District #1 has done business for years with USA Shade and plans to continue to do so in the future. They are always willing to help out and get the projects completed in a timely manner as well as professionally.

Sincerely Karl Truscott.



Karl Truscott  
Construction Supervisor  
Phoenix Elementary School Dist #1  
Cell (602)723-8146  
Office (602) 257-3934  
Fax (602) 257-3793  
E-mail [karl.truscott@phxschools.org](mailto:karl.truscott@phxschools.org)

# Tempe★Union

HIGH SCHOOL DISTRICT

500 West Guadalupe Road • Tempe, Arizona • 85283-3599 • (480) 839-0292 • [www.tuhsd.k12.az.us](http://www.tuhsd.k12.az.us)

**Dr. Kenneth R. Baca**  
Superintendent

October 7, 2015

TO WHOM IT MAY CONCERN:

The Tempe Union High School District is pleased to offer this recommendation of services on behalf of USA Shade & Fabric Structures. Over the past few years, the district has utilized USA Shade & Fabric Structures on a number of occasions at a variety of our campuses.

Each of these projects have been completed on time and within the expected budget. The structures are attractive, durable and were installed with minimal interruption to campus activities.

USA Shade & Fabric Structures is a reliable vendor and their customer service has always been responsive, timely and very professional.

Sincerely,  
*Michael F. Hilgers*

Michael F. Hilgers  
Director, Plant Operations  
480-345-3727  
([mhilgers@tempeunion.org](mailto:mhilgers@tempeunion.org))

MH/ckn/USAshaderecommend100715

Governing Board

Michelle I. Helm

Sandy Lowe

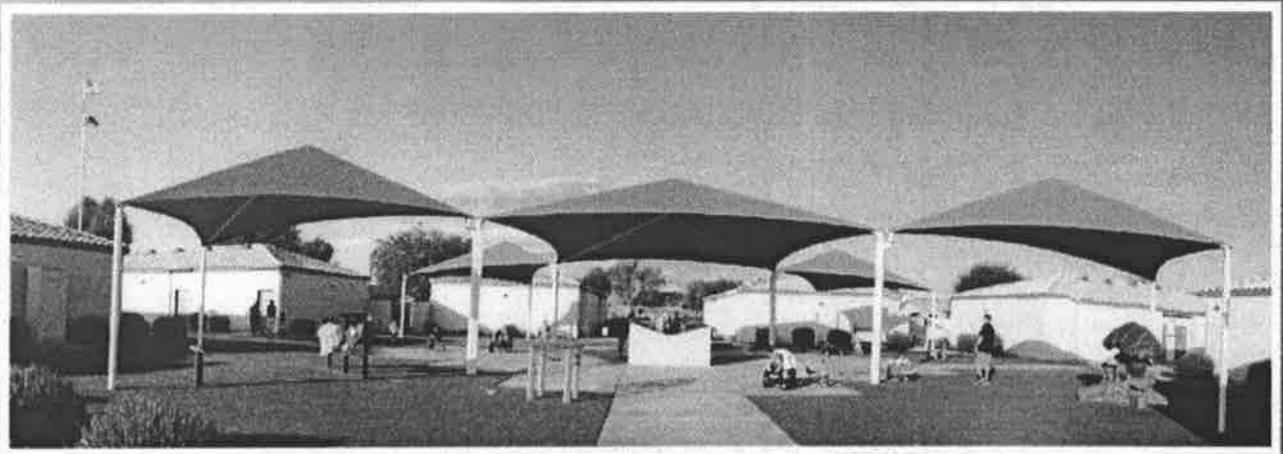
DeeAnne McClenahan

Moses Sanchez

Brandon Schmoll

**Mohave Arizona  
Cooperative Purchasing  
ITB 15N-1009  
Pre-engineered Fabric  
Shade Structures**

Demonstrated Experience in Installing  
Pre-Engineered Fabric Shade Structures



Steam Prep Academy  
Florence Unified School District  
San Tan Valley, AZ

Kyrene de la Estrella



**USASHADE**  
**& Fabric Structures.**



**BRANDS YOU KNOW...STRUCTURES YOU TRUST**

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<b>Owner:</b>	<b>Kyrene Elementary School District</b>
<b>Contact:</b>	<b>Mason Meade 480-541-1605</b>
<b>Completed:</b>	<b>September 2013</b>
<b>Fabric Used:</b>	<b>HDPE, Shadesure®</b>
<b>Description:</b>	<b>Hip Structure</b>

Wilson Elementary School



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**& Fabric Structures.**



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**Owner:** Wilson School District #7

**Contact:** Robert Church  
(602) 722-8880

**Completed:** June 2014

**Fabric Used:** HDPE, Shadesure

**Description:** Wraparound Structure

Desert Vista II



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& Fabric Structures.



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Owner:	Desert Vista II
Contact:	Christina Smith 602-470-1711 x. 3223
Completed:	August 2014
Fabric Used:	HDPE, Shadesure®
Description:	Octagon

Marcos de Niza High School



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**& Fabric Structures.**



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<b>Owner:</b>	<b>Tempe Union High School District</b>
<b>Contact:</b>	<b>James Faria 602-513-1133</b>
<b>Completed:</b>	<b>March 2015</b>
<b>Fabric Used:</b>	<b>HDPE Shadesure</b>
<b>Description:</b>	<b>Custom Joined Sails</b>

Emily Meschter Early Learning Center



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**Owner:**

**Flowing Wells School District**

**Contact:**

**Michael Herman  
520-696-8909**

**Completed:**

**June 2013**

**Fabric Used:**

**HDPE, Shadesure®**

**Description:**

**Single Full Cantilever**

Mountain Pointe High School



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**Owner:** Tempe Union High School District

**Contact:** Mike Hilgers  
(480) 345-3794

**Completed:** August 2015

**Fabric Used:** HDPE Shadesure

**Description:** Bow Cantilever

STEAM Academy



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**BRANDS YOU KNOW...STRUCTURES YOU TRUST**

**Owner:**

**Florence Unified School District**

**Contact:**

**Rich De Vries  
520-251-1877**

**Completed:**

**June 2015**

**Fabric Used:**

**HDPE Shadesure**

**Description:**

**Joined Triangles and Hip**

Place after Tab 3b

**Mobilization and Travel Description**

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

Projects over 50 miles outside of the Phoenix metro area will require us to pay our installation crew for drive time. Hours are calculated from our office to the project site at a rate of \$35/per hour, per installer. If an overnight stay is required, each installer is paid \$35 per day for meals and \$100 per night for hotel.

**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. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See Basis for Pricing in the Special Terms and Conditions.)

We request the ability to review our pricing annually for any significant increases in raw materials, including the following but not limited to: fuel, steel and concrete.

**Volume Discount Description**

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

N/A

Place after Tab 3c

**Bond Methodology Description**

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied). Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

The bond amount includes the full contract value, therefore, if sales tax is

included in the contract the bonds are applied after sales tax.

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## Evaluation Requirements – Primary Contract Documents

*Place after Tab 4a*

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 21014253

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

*If yes, please check one:*

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

The sales tax rate varies by the location (e.g. ship-to-rate).

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, 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 bid result in the efficiencies and economies described above?

Yes x                                    No     

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

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

Name of licensee	Classification	Number
Shade Structures, Inc.	K-3	289388

4. Contact information for purchase orders:

Physical Address 2628 W. Birchwood Circle, Suite B, Mesa, AZ 85202

Email Address rcox@usa-shade.com

Attention of Rhonda Cox

5. Sales support by region:

Name	Region served	Phone
Rhonda Cox	All	480-525-5791

6. 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?     

7. What is your general website (Internet) address? www.usa-shade.com

8. Contacts for Mohave:

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

Title Senior Sales Administrator Email address rcox@usa-shade.com  
Phone number 480-525-5791 Fax 480-446-8679

**Contract Administrator contact:** Rhonda Cox  
(*Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Title Senior Sales Administrator Email address rcox@usa-shade.com  
Phone number 480-525-5791 Fax 480-446-8679

**Accounting contact:** Rhonda Cox  
(*Shall be the main point of contact for Mohave Accounting Manager.*)

Title Senior Sales Administrator Email address rcox@usa-shade.com  
Phone number 480-525-5791 Fax 480-446-8679

**Open Order /Status Report contact:** Rhonda Cox  
(*Shall be the main point of contact regarding open orders.*)

Title Senior Sales Administrator Email address rcox@usa-shade.com  
Phone number 480-525-5791 Fax 480-446-8679

**Audit contact:** Rhonda Cox  
(*Shall be the main point of contact for Mohave Audit Specialists.*)

Title Senior Sales Administrator Email address rcox@usa-shade.com  
Phone number 480-525-5791 Fax 480-446-8679

**Reconciliation contact:** Karla Cooper  
(*Shall be the main point of contact for the reconciliation report and payment of administration fees for Mohave Audit Specialists.*)

Title Treasurer/Credit Manager Email address karla.cooper@playpower.com  
Phone number 417-354-2229 Fax 417-235-7302

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

Title Construction Manager Email address scoker@usa-shade.com  
Phone number 480-525-5789 Fax 480-466-8679

9. **Payment remittance address** Shade Structures, Inc. PO Box 204691

Attn: Accounts Receivable

City Dallas State Texas Zip 75320-469

Telephone (invoice questions) 480-525-5791

**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 bid?

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

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

If not, how do members obtain warranty and maintenance service?

N/A

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.

Shade Structures, Inc.

2628 W. Birchwood Circle, Suite B

Mesa, AZ 85202

Sherry Coker 480-525-5791

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

Sherry Coker 480-525-5791

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

3

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

\$5,000

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

24 to 48 hours

Describe the steps a member should take to activate a warranty, if any. Call Sherry Coker 480-525-5791

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. (Tab 3a.) Place any supplemental end-user agreements forms, which include terms and conditions and/or member signature after Tab 4b.

N/A

*Place after Tab 4b*

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

Yes  No

If yes, review/revise your agreement(s) for any 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 bid nonresponsive.**

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SHADE STRUCTURES, INC.

[Proposal]

See following pages.



**USASHADE**  
**& Fabric Structures®**



A Brand of Shade Structures, Inc.

## **COVER SHEET**

### *PROPOSAL FOR SHADE STRUCTURES*

**CORPORATE OFFICE**

**Dallas**  
 8505-A Chancellor Row  
 Dallas, TX 75247  
 800-966-5005 Phone  
 214-905-9514 Fax

**REGIONAL OFFICES**

**Arizona**  
 2628-B W. Birchwood Cir.  
 Mesa, AZ 85202  
 480-446-0066 Phone  
 480-446-8679 Fax

**Austin**  
 1508-A Ferguson Lane  
 Austin, TX 78754  
 512-836-5500 Phone  
 512-836-5600 Fax

**California**  
 1085 N. Main Street, Suite C  
 Orange, CA 92867  
 714-427-6981 Phone  
 714-538-2440 Fax

927 Enterprise Way  
 Suite A  
 Napa, CA 94558  
 707-257-7296 Phone  
 707-257-7297 Fax

**Las Vegas**  
 6225 S. Valley View Blvd.  
 Suite I  
 Las Vegas, NV 89118  
 702-227-5273 Phone  
 702-227-5132 Fax

Date: 03/04/16  
 \_\_\_\_\_  
 Chance Butterfield  
 To: \_\_\_\_\_  
 Fax: (480) 837-6362  
 \_\_\_\_\_  
 Phone: (480) 816-5135  
 \_\_\_\_\_

Pages including this cover page: 8  
 \_\_\_\_\_

Project Name: **Golden Eagle Park Replacement Top**  
 \_\_\_\_\_

Quote Number: **RLC103510-R2**  
 \_\_\_\_\_

**COMMENTS:**

Attached is quotation for shade structures as we discussed. Refer to the above quote number with any questions or comments.

When you are ready to place your order, please initial all pages of the proposal and sign the last page.

Do not hesitate to call me for further assistance.

Sincerely,

Rhonda Cox  
 Sr. Sales Admin  
 Phone: (480) 446-0066

**PROPOSAL**

Corporate Mailing  
Address:  
P.O. Box 560168  
Dallas, TX 75356-0168  
(800) 966-5005



**USASHADE**  
& Fabric Structures®



A Brand of Shade Structures, Inc.

Remittance address:  
Shade Structures, Inc  
P.O. Box 204691  
Dallas, TX 75320-4691

**This is a legal agreement – Please read carefully. Complete and initial all pages**

<b>Purchaser:</b> Town of Fountain Hills Parks & Rec	<b>Date:</b> 02/10/16	<b>Sales Rep:</b> Rhonda Cox
<b>Contact:</b> Chance Butterfield	<b>PO Number:</b>	<b>Phone:</b> (480) 446-0066
<b>Phone:</b> 602-721-6441	<b>Quote No.:</b> RLC103510-R2	<b>Email:</b> rcox@usa-shade.com
<b>Billing Information:</b>	<b>Shipping Information:</b>	<b>Jobsite Information (including site name):</b>
16836 East Palisades Blvd P.O. Box 17958 Fountain Hills, AZ	USA Shade & Fabric Structures 2628 W. Birchwood Cir., Ste. B Mesa, AZ 85202	Golden Eagle Park 15900 E. Golden Eagle Blvd., Fountain Hills, AZ 85268
<b>Contact:</b> Chance Butterfield	<b>Contact:</b> Sherry Coker	<b>Contact:</b> Chance Butterfield
<b>Phone:</b> 480-816-5149	<b>Phone:</b> (480) 734-3387	<b>Phone:</b> 602-816-5149
<b>Fax:</b> 480-837-6362	<b>Fax:</b> (480) 446-8679	<b>Fax:</b> 480-837-6362
<b>Email:</b> cbutterfield@fh.az.gov	<b>Email:</b> scoker@usa-shade.com	<b>Email:</b> cbutterfield@fh.az.gov

**M o h a v e   C o n t r a c t   1 5 N   S S I   0 1 0 5**  
**S T R U C T U R E   P R I C I N G**

QTY	DESCRIPTION	DETAILS	PRICE
1	<b>Hip Replacement Top</b>	Structure Size 36x36 Number of Posts 4 Number of Fabric Tops 1 Fabric Type Shadesure™ Fabric Color <b>TBD</b> Steel Color <b>n/a</b> Post Attachment Method <b>n/a</b> Entry Height 11' Wind load 90MPH Snow load 5Lbs/Sft Notes:	\$3,740.00

**P R I C I N G   D E T A I L S**

Accessories / Miscellaneous			
QTY	ITEM	DETAILS	COST
		<b>Total for Access/Misc Items:</b>	<b>\$</b>
	Unit Total	\$3,740.00	
	Assembly/Installation	Included	
	Shipping/Handling	Included	
	Engineering	Not Included	
	<b>SUBTOTAL</b>	<b>\$3,740.00</b>	
	Sales Tax 8.9%	\$216.36	
	<b>TOTAL PRICE</b>	<b>\$3,956.36</b>	
		<b>PAYMENT TERMS:</b>	
		(1) Upon execution of the Agreement (Deposit)	
		(2) Upon delivery of Sun Port(s)	
		(3) Upon completion of assembly/installation	
		(4) Other (specify):	
		<b>NOTES:</b>	
		Pricing based on a single mobilization. Original Job # 10343	

**PROPOSAL**

Corporate Mailing  
Address:  
P.O. Box 560168  
Dallas, TX 75356-0168  
(800) 966-5005



**USASHADE**  
& Fabric Structures®



A Brand of Shade Structures, Inc.

Remittance address:  
Shade Structures, Inc  
P.O. Box 204691  
Dallas, TX 75320-4691

**GENERAL SCOPE OF WORK**

PERMIT REQUIREMENTS			ASSEMBLY REQUIREMENTS		
YES	NO		YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchaser is responsible for Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground obstacles
<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dirt Removal
<b>ENGINEERING REQUIREMENTS</b>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Tests
		Building Code <b>IBC 2012</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete Cutting
		Type of drawings <b>Sealed</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Concrete Truck Access
		# of sealed drawings <b>5</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
		Calculations Required <b>Yes</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special Inspection
Notes:			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permits (see Permit Requirements)
<b>PRICING INCLUDES</b>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wages & Certified Payroll
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assembly/Installation (based on a single mobilization)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shipping and Handling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Removal of existing structure or poles
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineered Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sales Tax	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscaping Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Submittal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handholes for electrical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plan Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site Survey
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coastal Primer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bobcat Access
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Liquidated Damages
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other special conditions (noted below):
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Anchor Bolts Included

**PURCHASER:**

**Town of Fountain Hills**

Signature: \_\_\_\_\_  
By: (Print) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMPANY:**

**SHADE STRUCTURES, INC.**

Signature: \_\_\_\_\_  
By: (Print) **Rhonda Cox**  
Title: **Sr. Sales Administrator**  
Date: \_\_\_\_\_

**NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.**