

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
NORCON INDUSTRIES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 21, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Norcon Industries, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 16G-NPAR-0916, dated September 16, 2016 (the "Mohave Contract"), for the Contractor to provide doors, locking systems, door hardware and operable walls. 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 doors, operable walls and related services, as more particularly set forth in Section 2 below on an "as-required" basis (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 September 15, 2017 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Mohave Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Mohave Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to

extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Mohave Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Mohave Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mohave Contract will be subject to rejection.

2.1 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.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$5,999.00 for the Materials and Services at the unit rates set forth in the Mohave Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$29,995.00.

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

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 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 6 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.

6. 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.

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

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, any Town-approved work orders, 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

If to Contractor: Norcon Industries, Inc.
 5412 East Calle Cerritos
 Guadalupe, Arizona 85283
 Attn: Pete Willman

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.

[SIGNATURES ON FOLLOWING PAGES]

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

CR
10/11/16

Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 11th, 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.



Jennifer Lyons
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

NORCON INDUSTRIES, INC.,
an Arizona corporation

By: 

Name: Edward B. Norris

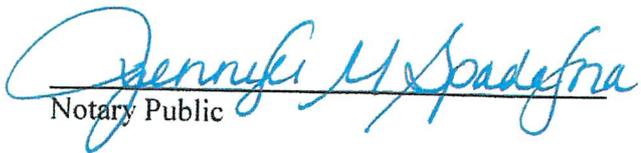
Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 11th, 2016, before me personally appeared Edward B. Norris, the President of NORCON INDUSTRIES, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.




Notary Public

(Affix notary seal here)

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

[Mohave Contract]

See following pages.



NOTIFICATION OF AWARD LETTER

August 15, 2016

Sent this day via email to tim@norconindustries.net

Edward B. Norris, President
Norcon Industries, Inc.
5412 E. Calle Cerritos
Guadalupe, AZ 85283

Congratulations, Norcon Industries, Inc.'s response has been awarded a contract under IFB 16G-0624. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

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

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

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

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

The procurement file for IFB 16G-0624 shall be made available for public inspection on August 16, 2016.

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

Your contract number is 16G-NPAR-0916 and will take effect on September 16, 2016.

If you have any questions regarding your new contract, please call me at (928) 718-3203. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read "M. Nentwig", followed by a horizontal line.

Michael R. Nentwig
Contract Specialist I



ARIZONA COOPERATIVE PURCHASING

INVITATION FOR BID 16G-0624

Doors, Locking Systems, Door Hardware and Operable Walls

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for Doors, Locking Systems, Door Hardware and Operable Walls.

Due Date and Time: June 24, 2016 at 3:00 p.m. (local Arizona time)

Pre-bid Conference: Tuesday, June 7, 2016 at 10:00 a.m. (local Arizona time)
WebEx Conference Call – Audio Only
For login information contact Mike Nentwig,
no later than Monday, June 6, 2016.

Last Day For Questions: Friday, June 17, 2016 at 5:00 p.m. (local Arizona time)

IFB Questions Must Be Directed To: Mike Nentwig, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3203

To be considered, bids shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or package with IFB 16G-0624, bidder's name, mailing address, bid due date and time clearly indicated on the envelope or package. Bids must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time, with the name of each bidder and pricing publicly read and recorded. Late bids shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective bidders are encouraged to keep this in mind when arranging delivery of their bids and are advised herein that late bids shall be handled as specified by Arizona procurement rules and code.

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

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

Anita McLemore
Interim Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: May 16, 2016

**Bid and Acceptance Form
(Place after Tab 1a)**

**IFB 16G-0624
Doors, Locking Systems, Door Hardware and Operable Walls**

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 86-0557816

Company Name Norcon Industries, Inc.

Address 5412 E. Calle Cerritos City Guadalupe State AZ Zip 85283

Telephone Number 480-839-2324

The Bid and Acceptance Form should be submitted with a signature of 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.

Authorized Signature 

Printed Name Edward B. Norris Title President

Primary Email tim@norconindustries.net Alternate email nancic@norconindustries.net

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

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

Acceptance of Bid and Contract Award (Mohave Only)

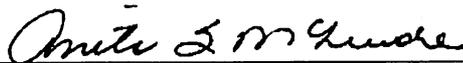
Your Bid is Hereby Accepted:

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, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number 16G-NPAR-0916

Awarded this 15 day of August 2016.

This contract shall be effective this 16 day of September 2016.


Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

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Click section title to be taken directly to that section.

6/7/16 EH

Amendment 1

**Invitation for Bid 16G-0624
Doors, Locking Systems, Door Hardware and Operable Walls**

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

Amendment 1 is acknowledged by:  _____

Printed Name and Title: Edward B. Norris - President

Name of Firm: Norcon Industries, Inc.

Date: 6/23/2016

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

Note: The published due date and time of Friday, June 24, 2016, at 3:00 p.m. (local Arizona time) remains unchanged.

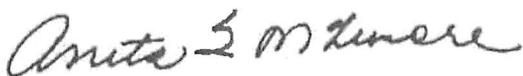
PRIMARY VENDOR INFORMATION – QUALIFICATIONS AND EXPERIENCE REVISION:

The "Primary Vendor Information - Qualifications and Experience" Question Number Two contained a note that is revised as follows (revised items are in bold):

Minority owned businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. This information is used for reporting purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure minority owned businesses are awarded contracts. Application of minority ownership information is at the sole discretion of members.

All questions regarding Request for Proposal 16G-0624 should be directed to:

Mike Nentwig, Contract Specialist I
Email: contracts@mesco.org
Telephone: (928) 718-3203



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

Publish Date: June 7, 2016

General Terms and Conditions
(Place after Tab 1c)

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

1. ADVERTISING

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, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

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

3. 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.

4. CANCELLATION

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

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

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

4.3. 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.

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

General Terms and Conditions
(Place after Tab 1c)

4.5. 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, materials, processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

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

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

4.7. 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.

4.8. 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.

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

5. CAPTIONS, HEADINGS AND ILLUSTRATIONS

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

General Terms and Conditions
(Place after Tab 1c)

6. CERTIFICATION

By signing the Bid and Acceptance Form (page 2 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 bid.
- 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 current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

7. CONFIDENTIAL INFORMATION

- 7.1. 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 notify the bidder of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire bid as confidential will not be considered.
- 7.2. Pricing:** Mohave will not consider pricing to be confidential or proprietary.
- 7.3. 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.

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8. CONFIRMATION

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

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

9. CONTRACT MANAGEMENT

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

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

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

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

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

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

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

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

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

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9.9. Order cycle overview:

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

For Procurements made with purchase orders:

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

For Procurements made with Pcards:

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

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

9.11. 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.

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

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

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

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10. COOPERATIVE PURCHASING

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

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

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

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

11. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 7) 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.

12. EVALUATION and AWARD

12.1. 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 ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

12.2. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. 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.

12.3. 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 amendment(s) 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.

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

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12.5. 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.

12.6. 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.

12.7. 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.

12.8. Price workbook: All bidders must complete the 16G-0624 Workbook titled "**16G-0624 Workbook.xlsx**". Provide two (2) CDs, USBs, or similar electronic media devices with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the 16G-0624 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.

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

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

12.11. 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.

13. FEDERAL and STATE REQUIREMENTS

13.1. 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.

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

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13.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations:

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

13.4. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, 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>).

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

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

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- 13.6. Contract vendor employee work eligibility:** By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.
- 13.7. Davis-Bacon wage decisions:** For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.
- 13.8. Energy Policy and Conservation Act:** Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (l) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.
- 13.9. Non-compliance:** All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, 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.
- 13.10. Offshore performance of work prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 13.11. Terrorism country divestments:** In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.
- 13.12. Compliance to USDA solicitation requirements:**
- Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.
 - Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

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- Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(l)(3).
- Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Offeror shall comply with the provisions of the Consumer Product Safety Act.
- Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or Incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement falling to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).
- If applicable, allowable costs will be paid from the nonprofit school food service account to the offeror net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

14. FORCE MAJEURE

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

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15. INDEMNIFICATION

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

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

15.3. 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.

16. LICENSES

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

17. BID ACCEPTANCE PERIOD/WITHDRAWAL

17.1. 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.

17.2. 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.

18. ORDER OF PRECEDENCE

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

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

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19. ORDERING CYCLE

- 19.1. 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.
- 19.2. Audit of contract activity:** Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

20. PAYMENT

- 20.1. 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.
- 20.2. 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.
- 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).
- 20.3. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.

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20.4. 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.

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

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

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

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

20.9. 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.

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

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

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

General Terms and Conditions
(Place after Tab 1c)

21. PREPARATION OF BID and BID FORMAT

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

22. PRODUCT LINES

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.
- 22.5. 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.

23. PROSPECTIVE BIDDERS REGISTRATION

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. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

General Terms and Conditions
(Place after Tab 1c)

24. PROTESTS

Protests shall be filed with Anita McLemore, the Interim Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Interim Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

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

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

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

25. RIGHT TO ASSURANCE

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

26. SAFETY STANDARDS

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

27. SHIPPING

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

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

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

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

General Terms and Conditions
(Place after Tab 1c)

28. 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.**

29. TAXES

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

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

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

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

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

29.6. 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.

30. TIME (DEFINITION OF)

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

**Standard Terms and Conditions for Construction
(Place after Tab 1c)**

1. BID SECURITY

1.1. 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 in "*Bid Bonds and Bonding Capacity*."

1.2. 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.

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.

Standard Terms and Conditions for Construction
(Place after Tab 1c)

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.

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.

Standard Terms and Conditions for Construction
(Place after Tab 1c)

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. INSURANCE

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

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 liquidated 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.

Standard Terms and Conditions for Construction
(Place after Tab 1c)

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 will be identified in writing and agreed upon.

12. PERFORMANCE AND PAYMENT BONDS

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

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

12.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor 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 shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor 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.

Standard Terms and Conditions for Construction
(Place after Tab 1c)

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).

Standard Terms and Conditions for Construction
(Place after Tab 1c)

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).

20. WORKSITE

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

20.2. 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 2 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 terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Special Terms and Conditions
(Place after Tab 1d)

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

1. BIDDER QUALIFICATIONS

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

2. BID BONDS AND BONDING CAPACITY

2.1. 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.

2.2. 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 your 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*.

3. DELIVERY

3.1. 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.

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

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

3.4. 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.

3.5. 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. Restocking and return shipping charges shall be identified in the price workbook.

4. FORM OF CONTRACT

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

4.2. Form of contract: The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued member purchase orders referencing the requirements of the Invitation For Bid.

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4.3. 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.

5. INSTALLATION

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

6. INSURANCE

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

6.2. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000. Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverage as stated above. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

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

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

6.4. 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.

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

7. MAINTENANCE FACILITIES AND SUPPORT

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

8. MANUFACTURER SUPPORT

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

9. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail.

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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.

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

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

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

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

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

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

10.4. Initial catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with 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. 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 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 submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments shall be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.

10.6. Combination pricing: 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.

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

10.8. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable

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materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

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

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

10.11. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

10.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

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

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

-Mobilization charges are for the movement of equipment to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

11. 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.

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

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

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

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

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

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

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

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

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

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

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether

Special Terms and Conditions
(Place after Tab 1d)

stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

12. SUBCONTRACTORS

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

13. TERM OF CONTRACT AND EXTENSION

- 13.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.
- 13.2. Contract extension:** Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
- 13.3. Month-to-month extensions:** Mohave reserves the right to offer month-to-month extensions, if that is determined to be in the best interests of members.

14. TRADE-IN EQUIPMENT

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

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

15. WARRANTY/QUALITY GUARANTEE

15.1. 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.

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

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

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

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

15.5. Warranty requirements: Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 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.

- All hardware shall be guaranteed against defects in materials and workmanship for two (2) years upon acceptance of work with a minimum 90-day warranty on service and installation. Repair, replacement, or correction shall be at no additional cost to the Member for warranty work.
- Warranties on wood doors shall cover the full life of the original installation, including hanging and finishing, delaminating, warping, bow, cup and telegraphing of core construction beyond warranty tolerances.
- Accordion doors and operable walls shall be warranted for a period of two (2) years or more.
- Heavy-duty door closers shall be warranted for a period of ten (10) years.

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

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

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

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

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

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

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

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your 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 and installation of doors, locking systems, hardware, operable walls and accordion doors 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. 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 extensions.

The intent of this contract is to combine locking systems, doors, accordion doors, operable walls and related hardware described in the scope of work/specifications. The award and effective dates of this contract are estimated dates only. Mohave may elect to award and make effective this contract prior to, or after the dates contained in the Estimated Timeline of Events (Page 5). A contract vendor holding an awarded contract under IFB 11F-0708 or IFB 12J-0615, who is also awarded a contract under 16G-0624, may elect to cancel their existing contract and use the newly awarded contract. All other contract vendors shall fulfill their current contracts awarded under IFB 11F-0708 or IFB 12J-0615.

The scope of work/services and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Modernfold, Curries, Stanley, Sargent, Schlage, Hufcor, Air Louvers, Total Door, Best Access and Don-Jo. 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 contracts for the specified products and services. Activity under the contracts from the effective date including year to date activity (as of the publication date of this IFB) is \$7,630,017. 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	May 16, 2016
Pre-bid Conference Held	June 7, 2016 at 10:00 a.m. (local AZ time) Pre-bid conference will be held using <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	June 17, 2016 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	June 24, 2016 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	June 24, 2016 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	August 15, 2016 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	September 15, 2016

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

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

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 in all material respects to the requirements and evaluation criteria below:

1) Pricing Information: Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, market basket pricing data (in paper and electronic format), mobilization and travel description, pricing methodology, bond methodology description, volume discount information, quick pay discount information, Pcard acceptance information;

2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity: Bid and Acceptance, amendments (if any), General and Special Terms and Conditions Acceptance Forms, Standard Terms and Conditions for Construction Acceptance Form, Scope of Work, Specifications with exceptions/deviations noted, original bid bond/alternate bid security, current single job and aggregate bonding capacity information, Scope of Work and Specifications Acceptance Form;

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, evidence of Arizona contractor's license, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty or maintenance service plan information;

5) Additional Information: Instructions to Bidder and Checklist form, descriptive literature, slicks and any other supporting printed data.

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

American Association of Automatic Door Manufacturers (**AAADM**) <http://www.aaadm.com>

American with Disability Act (**ADA**) <http://www.ada.gov>

American National Standards Institute (**ANSI**) <http://www.ansi.org>

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

Architectural Woodwork Institute (**AWI**) <http://awinet.org>

Arizona Department of Education (**ADE**): www.ade.az.gov

Arizona Revised Statutes (**ARS**): www.azleg.state.az.us/arizonarevisedstatutes.asp

Builders Hardware Manufacturers Association (**BHMA**) <http://buildersshardware.com>

Code of Federal Regulations (**CFR**): www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl

Door & Access Systems Manufacturers Association (**DASMA**) <http://www.dasma.com>

Door Hardware Institute (**DHI**) <http://dhi.org>

Scope of Work
(Place after Tab 1e)

Federal Acquisition Regulation (**FAR**): www.gsa.gov/portal/content/101126
Federal Immigration and Nationality Act (**FINA**): <https://www.uscis.gov>
International Building Code (**IBC**) <http://iccsafe.org>
National Fire Protection Association (**NFPA**) <http://www.nfpa.org/>
Steel Door Institute (**SDI**) <http://www.steeldoor.org>
Underwriters Laboratories (**UL**) <http://www.ul.com/>
U.S. Department of Agriculture (**USDA**): www.usda.gov
Window and Door Manufacturers Association (**WDMA**) <http://www.wdma.com>

Specifications
(Place after Tab 1e)

SPECIFICATIONS

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.

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

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict 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 shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

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

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

Specifications		Comply	Deviate*
1.1	General Requirements		
1.1.01	All doors, locksets, door hardware and operable walls shall comply with current applicable provisions and standards of the following: AAADM, ANSI, ASTM, AWI, BHMA, DASMA, DHI, IBC, NFPA, SDI, UL and WDMA.	X	
1.1.02	All doors, locksets and door hardware shall be mounted using current applicable ANSI or other relevant standard.	X	
1.1.03	Locksets and door hardware shall be listed in the current BHMA certified products directory.	X	
1.1.04	Doors and frames shall be delivered to the worksite cardboard-wrapped or crated to provide protection during transit and job storage, and to also prevent damage to factory-finish.	X	
1.1.05	Contract vendor shall follow all appropriate manufacturer specifications for handling, site storage and operation of all products offered under this contract.	X	
1.1.06	Contract vendor shall provide vision lite kits and louvers in various styles and configurations. Contract vendor shall provide glazing to include, but not be limited to: tempered glass, wire glass, Lexan and Pyran.	X	
1.1.07	Doors utilizing vision lites, louvers and panels may be priced for new or re-using existing vision lites, louvers and panels as appropriate to the installation.	X	

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

1.1.08	All locksets, padlocks and other types of locks shall be keyed according to member requirement. Permanent or master keys shall not be made available to a general contractor, architect, or consultant. When necessary, all locksets shall be construction keyed with up to 10 duplicates. Upon final acceptance of the project, all construction keys shall be accounted for and the member shall be provided the permanent keying system with all keys properly tagged.	X	
1.1.09	Contract vendor shall provide the member, upon request, shop drawings, wiring diagrams, and graphics layout drawings prior to the initiation of work. Shop drawings shall: illustrate door opening criteria, elevations, sizes, types, swings, undercuts, special beveling, hardware blocking in mineral core doors and identify cutouts.	X	
1.1.10	Upon completion and final inspection of work, the member shall be provided with necessary operational and maintenance instructions with required tools for each type of installed door, lockset, door hardware or operable wall.	X	
1.1.11	The contract vendor shall provide comprehensive training on the operation, use and testing of the installed equipment to personnel selected by the member.	X	
1.1.12	Security and alarm monitoring shall not be allowed under this IFB.	X	
1.1.13	Video and closed circuit television systems shall not be allowed.	X	
1.1.14	All door or grilles shall be properly labeled according to the current applicable code, regulation or standard.	X	
1.2	Installation Requirements		
1.2.01	Contract vendor shall provide all labor, materials, equipment, and services required to install the applicable locking, door and operable wall system.	X	
1.2.02	All locking, door and operable wall systems shall be installed in accordance with the product manufacturer's instructions. If the manufacturer requires installer to be certified, contract vendor shall not install that manufacturer's product without proper certification.	X	
1.2.03	Work to be performed by the member shall be clearly defined and described in any agreement.	X	
1.2.04	Worksite clean up shall be done on a daily basis and the worksite returned to original and safe condition upon completion of project.	X	
1.3	Padlocks		
1.3.01	Padlock case shall be machined from solid extruded brass, steel, aluminum or chrome plated brass. Shackles shall be made from brass, bronze or stainless steel or hardened steel.		no bid
1.3.02	Padlock shackle shall have a diameter of 1/4", 7/16", 3/8", 5/16" or 1/2".		no bid
1.3.03	Padlock shackle shall lock at both heel and toe and be available in several sizes, including 3/4", 1, 1 1/2", 2", 3", 4", 5" or 6" as measured between the inside of the shackle when locked.		no bid
1.3.04	Padlock shall accept 5, 6 or 7-pin core.		no bid
1.3.05	Padlock shall meet current applicable ASTM standards.		no bid
1.3.06	High security padlocks shall have pick and tamper resistant cores.		no bid
1.3.07	Padlocks shall be keyed different, keyed alike and master keyed.		no bid
1.3.08	Padlock options shall include, but not be limited to: dust cover, frangible shackle, chain or weather cover.		no bid
1.4	Keys, Cores and Cylinders		
1.4.01	Contract vendor shall provide keys of various shape, type and keyway. Key types shall include, but not be limited to: blanks, operating-cut, control, master, sub-master and grandmaster.		no bid

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1.4.02	Contract vendor shall provide cores of various size, keyway and options. Core type shall include, but not be limited to: standard, drill resistant, premium and high security. Core size shall be 5, 6 or 7 pin.		no bid
1.4.03	Core options shall include, but not be limited to: drill resistant, key trap, pick resistant, key retained and wear resistant.		no bid
1.4.04	Contract vendor shall provide mortise, rim or turn knob cylinders.		no bid
1.4.05	Cylinder core housing shall accept dummy, 5, 6 or 7 pin cores and be interchangeable to function with other manufacturers' locks.		no bid
1.4.06	Core and cylinders shall be provided in various finishes.		no bid
1.4.07	Contract vendor shall provide tools, parts and service equipment for keys, cores and cylinders.		no bid
1.5	Cylinder and Push Locks		
1.5.01	Contract vendor shall offer specialty lock types including, but not limited to: cylinder, push, cabinet, anchors, security cables, locking cables, sliding and gate locks.		no bid
1.5.02	Anchor lock accessories such as knobbed cable terminal, shackle cable terminal, housing security plug, terminal plates, and cable lengths from 36" to 54".		no bid
1.6	Deadbolts / Dead Latch		
1.6.01	Contract vendor shall offer deadbolts or dead latch systems including, but not limited to: cylindrical, mortise and auxiliary. Locks shall be offered as standard or high security.		no bid
1.6.02	Deadbolt lock shall provide for various functions by offering different configurations including, but not limited to: deadbolt retracted or thrown by thumb turn only, outside key/inside thumb turn, double key.		
1.6.03	Core housing shall be less cylinder 5, 6 or 7 pin cores.		no bid
1.6.04	Latch bolt shall have a 3/4" throw of stainless steel with anti-friction tongue.		no bid
1.6.05	Deadbolt shall be 1" throw stainless steel or solid brass with hardened steel free turning pins, depending upon security demands of the door.		no bid
1.6.06	Contract vendor shall offer deadbolt trim options including, but not limited to: faceplates, security head screws, vandal trim and lead lined.		no bid
1.7	Door Locks		
1.7.01	Contract vendor shall offer mortise and cylinder locksets. Lockset finishes shall include, but not be limit to: bright brass, satin brass, flat black, or bright chromium plated.	x	
1.7.02	Keyed locksets shall be provided in various functions including, but not limited to: entrance, storeroom, classroom, dormitory, intruder or special. Push-button locking combinations shall also be provided.	x	
1.7.03	Locksets shall be offered as single keyed, double keyed or keyless.	x	
1.7.04	Mortise lock case shall be manufactured from cold rolled steel and zinc dichromate plated for corrosion protection. Faceplate shall be brass or bronze. Strike shall be brass, bronze or stainless steel base material. Latchbolt and deadbolt shall be stainless steel. Knob shall be machined from brass or bronze.	x	

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1.7.05	Cylindrical locks chassis and latch components shall be manufactured from brass or corrosion-treated steel. Latch shall be solid brass.		no bid
1.7.06	Lever handles shall be brass, bronze or stainless steel. Levers used in doors with student access shall be heavy duty.		no bid
1.7.07	Roses shall be wrought brass, bronze or stainless steel.		no bid
1.7.08	Escutcheons shall be cold forged wrought brass, bronze or stainless steel.		no bid
1.7.09	Core shall be interchangeable and accept a 5, 6 or 7 pin unit. Cores shall be removable without removing the lock from the door.		no bid
1.7.10	Locks certified to work on fire doors shall be identified.		no bid
1.7.11	Contract vendor shall provide parts, lock service equipment, install jigs, faceplate marking chisels, plate locating pins and miscellaneous specialty hand tools.		no bid
1.8	Lockset and Door Hardware and Trim		
1.8.01	Contract vendor shall provide lockset and door hardware and trim including, but not limited to: door push and pull plates, thresholds, weather stripping, kick plates, strikes, hinges, pivots, stops and door holders.		no bid
1.8.02	Contract vendor shall provide intruder defense systems.		no bid
1.8.03	Contract vendor shall provide hardware and trim for non-standard doors.		no bid
1.9	Door Closers and Exit Devices		
1.9.01	Contract vendor shall provide a complete line of door closers and rapid exit devices.		no bid
1.9.02	Contract vendor shall provide low energy operators and accessories.		no bid
1.9.03	All closers shall be constructed with hydraulic piston with adjustable compression springs.		no bid
1.9.04	Closing speed, latching speed, backcheck and delayed action feature shall be adjustable through separate valves. Closing power shall be adjusted using a spring adjusting nut. Latching power shall be adjusted by the pivot position of the closer on the attachment shoe.		no bid
1.9.05	The closer body shall be high impact resistance and self-extinguishing with optional metal cover.		no bid
1.9.06	All door closers shall be suitable for standard, top jamb, track and parallel application. Closer arms shall be located over the closer body in the parallel arm application to provide protection from vandalism.		no bid
1.9.07	Closers shall be adjustable and can be used on both right and left-hand doors.	x	
1.9.08	Any fluids used in the closer shall be suitable for all weather.	x	
1.9.09	Models offered shall meet current applicable ADA standards.	x	
1.9.10	All closers shall be UL approved for life safety on non-rated (fire) doors; all exit devices on fire doors shall meet fire label requirements. Closers shall meet current applicable ANSI standards.	x	
1.9.11	Heavy-duty closers shall require no periodic maintenance and have a ten (10) year manufacturer's warranty.	x	
1.9.12	Exit devices shall be offered with the following outside functions: pull trim, lever/knob trim or device only.	x	
1.9.13	Exit devices for single and double doors shall be UL listed for accident hazard installations.	x	
1.9.14	Exit devices shall fit doors from 2' to 4' wide.	x	
1.9.15	Exit devices for double doors shall work with and without a mullion.	x	

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1.10 Electronic Access Devices	
1.10.01 Contract vendor shall provide entry control systems that are wired, wireless, networked or stand-alone.	no bid
1.10.02 Electronic access devices shall be low voltage or internally powered.	no bid
1.10.03 Electronic access devices shall be provided for various functions including, but not limited to: entrance, storeroom, classroom, dormitory, intruder or special. Locks and devices suitable for exterior use shall be available.	no bid
1.10.04 Electronic access reader features shall include, but not be limited to: keypad, magnetic stripe card or proximity reader. Features shall be available individually or as multi-technology.	no bid
1.10.05 Electronic access devices shall allow for emergency access and egress. Electronic access devices shall have inside opening by knob, handle, lever, or key.	no bid
1.10.06 Electronic access devices shall have the following chassis options including, but not limit to: cylindrical, mortise, mortise deadbolt, exit trim and dummy.	no bid
1.10.07 Cylinders and cores shall be available in 6 or 7 pin.	no bid
1.10.08 Contract vendor shall provide electronic access devices that integrate with existing systems to allow for retrofitting of existing entry control.	no bid
1.10.09 Electronic access devices shall allow for a large number of users to be programmed into each device.	no bid
1.10.10 Keypads that allow variable pin length are requested.	no bid
1.10.11 Entry control software shall allow for in-house encoding of readily available magnetic cards. Proprietary devices and cards are not allowed.	no bid
1.10.12 Entry control software shall work on networked or stand alone computer systems. Proprietary host computers are not allowed.	no bid
1.10.13 Entry control software shall be compatible with modern operating systems and be password protected. Software shall provide various functions to include, but not be limited to: easy to read menus, ability to collect and store activity, provide editable activity reports and allow for remote access through local access network.	no bid
1.10.14 Entry control software shall not be limited in the number of lockset configurations that can be stored.	no bid
1.11 Miscellaneous Services	
1.11.01 Re-keying services are requested. Re-keying shall be done to factory depths and spacing.	no bid
1.11.02 The contract vendor shall warrant re-keying services, parts and labor for 30 days.	no bid
1.11.03 Keys marked "DO NOT DUPLICATE" shall not be duplicated without member's authorization.	no bid
1.11.04 Contract vendor shall offer key control software or systems.	no bid
1.12 Automatic Doors	
1.12.01 Contract vendor shall provide a selection of automatic doors including, but not limited to: sliding, swinging, folding and revolving. Doors shall be provided in normal and security configurations.	no bid
1.12.02 Sliding doors shall be configured as single slide, bi-part or telescopic slide. Sliding doors shall include, but not be limited to operator, header, track, carrier wheels, sliding door panel(s), sidelite panel(s), jambs, locks and activation/safety system.	no bid

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1.12.03 Swinging doors shall be provided as a complete package or only as the operator with header and drive arm. Packaged swing doors shall include, but not be limited to: operator, header, door panel(s), jambs, finger protection, lock, guide rails and activation/safety system.		no bid
1.12.04 Folding doors shall be provided as complete packages and include, but not be limited to: operator, header, pivot hardware, door panels, guide rails, lock and activation/safety system. Folding doors shall be offered in either single fold or bi-fold configurations.		no bid
1.12.05 Revolving doors shall be provided as complete packages in four-wing, three-wing and two-wing configurations. Revolving doors shall be center or perimeter driven, dependent on size and design.		no bid
1.12.06 Contract vendor shall provide inspection, service and maintenance for all automatic doors types. Replacement parts used shall be obtained from the original equipment manufacturer when possible.		no bid
1.13 Commercial Entry Doors – Wood Doors		
1.13.01 Contract vendor shall comply with current applicable WDMA workmanship standards to include, but not be limited to: veneer faces, vertical edges, cross bands, horizontal edges and dimensional tolerances.		no bid
1.13.02 Wood door facing shall use one of the following products with a minimal thickness: wood veneer (2, 3 or 4 ply and 1/60" thick), Horizontal General Purpose Standard plastic laminate (.048" thickness) or a medium density overlay (.018" nominal thickness).		no bid
1.13.03 Wood door veneer shall be matched using a recognized method including, but not limited to: book matching, slip matching, random match, pleasing match or end matching. Edges shall match face veneer.		no bid
1.13.04 Wood doors shall be machined for frame and finished hardware, in accordance with current applicable NFPA requirements.		no bid
1.13.05 Wood door core shall use particleboard, with no added urea formaldehyde.		no bid
1.13.06 Non-fire rated wood doors shall use wood glazing stops and metal vision frames.		no bid
1.13.07 Factory finished doors shall meet current applicable WDMA and/or AWI standards. Finish shall be water based stain or UV cured polyurethane. Finish must meet or exceed performance standards of TR-6 catalyzed polyurethane.		no bid
1.13.08 Non-fire rated doors shall be trimmed equally on both jamb edges, for proper fit. Trim door height by cutting bottom edges to a maximum of 3/4".		no bid
1.13.09 Positive pressure rated doors shall not be trimmed for width.		no bid
1.13.10 Pilot drill screw and bolt holes shall be completed using hardware manufacturer templates.		no bid
1.13.11 Doors that require site alteration shall be resealed or refinished as necessary.		no bid
1.13.12 Doors shall be adjusted for smooth and balanced door movement.		no bid
1.13.13 Wood doors that are fire-rated shall have treated vertical edges that match face veneer.		no bid
1.13.14 Fire-rated doors shall have a rating of 20, 30, 45, 60, 90 or 180 minutes.		no bid
1.13.15 Wood doors that are fire-rated shall be constructed and installed to meet applicable positive pressure and smoke control categories.		no bid
1.13.16 Inner blocking shall be used for all surface applied hardware, on mineral core fire-rated wood doors.		no bid

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1.13.17 Fire-rated wood doors shall use a compatible glazing system appropriate to the doors positive pressure requirements, and shall have metal vision frames.		no bid
1.13.18 Fire-rated door pairs shall use either a metal edge, or metal edge with astragal. Openings shall not require either an overlapping metal edge and astragal or metal meeting edges. Edges shall be treated at the meeting edge. Fire-rated door pairs shall meet positive pressure requirements for NFPA Category G.		no bid
1.13.19 Fire-rated door height may only be trimmed at the bottom edge, to a maximum of 3/4".		no bid
1.14 Commercial Entry Doors – Steel Doors and Frames		
1.14.01 Hot-rolled, pickled and oiled steel shall comply with current applicable ASTM standards.		no bid
1.14.02 Cold-rolled steel sheets shall be either commercial quality or drawing quality carbon steel. Steel sheets shall meet current applicable ASTM standards.		no bid
1.14.03 Galvanized steel shall be of the alloyed type and meet current applicable ASTM standards.		no bid
1.14.04 Steel doors shall be of a grade level, performance and model to satisfy the requirements of the installation as per the specifications of current applicable SDI standards.		no bid
1.14.05 Doors, frames, frame anchors and hardware reinforcements shall meet the current applicable SDI standard.		no bid
1.14.06 Steel doors with louvers shall use the "insert" type designed to be mounted into a cutout and have an overlapping frame. The louver type shall include, but not be limited to: inverted "V" blade, "Z" blade, inverted "Y" blade, lightproof, adjustable, grille and self-closing fire door types.		no bid
1.14.07 Steel frames shall be provided for doors, transoms, sidelights, borrowed lights, and other openings. Frames shall meet current applicable ANSI/SDI specifications. Fastenings shall be concealed, unless otherwise required.		no bid
1.14.08 Steel frames shall be fabricated with a minimum steel thickness to the appropriate door level. Frames shall be supplied as knockdown frames, unless frame is specifically installed in an existing drywall construction.		no bid
1.14.09 Frames shall be face welded unless otherwise specified as either full profile, fully welded or continuously welded.		no bid
1.14.10 Drill stops shall have three silencers on strike jams of a single-door frame or two silencers on heads of double-door frames.		no bid
1.14.11 Steel plaster guards or mortar boxes shall be provided to close off the interior of openings.		no bid
1.14.12 Steel doors and frames shall be fabricated using vertical steel stiffeners, rigid mineral fiber with internal sound deadener on inside of face sheets and/or polystyrene cores.		no bid
1.14.13 Steel door clearances shall be not more than 1/8" at jams and heads (not more than 1/4" between non-fire rated pairs of doors), and not more than 3/4" at bottom. All clearances shall meet current applicable NFPA standards.		no bid
1.14.14 Galvanized steel doors, panels, and frames shall have closed top and bottom edges flush as an integral part of door construction or by addition of minimum 0.0635" thick galvanized steel channels, with channel webs placed even with top and bottom edges. Joints shall be sealed in top edges of doors against water penetration.		no bid
1.14.15 Exposed fasteners shall use countersunk flat or oval heads.		no bid

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1.14.16 Sound-rated acoustical assemblies shall be capable of reducing the transmission of sound and include, but not be limited to door, frame, hardware, threshold and gasketing.		no bid
1.14.17 When concealed overhead door closers shall be used, provide space, cutouts, reinforcing and provisions for fastening in top rail of doors or head of frames, as necessary.		no bid
1.14.18 Doors and frames shall be reinforced for hardware items being installed to include mortise and surface applied hardware according to current applicable ANSI/SDI standards.		no bid
1.14.19 Glazing stops shall be at minimum 0.0359" thick steel or 0.040" thick aluminum.		no bid
1.14.20 Non-removable stops shall be used on outside of exterior doors and on secure side of interior doors for glass, louvers and other panels in doors.		no bid
1.14.21 All steel door and frame finishes shall be finished at the factory with rust inhibiting primer. Factory applied paint shall meet the current applicable ANSI/SDI standards. Field applied paint shall be compatible with the factory-applied primer.		no bid
1.14.22 Galvanized steel sheet finishes shall be cleaned with non-petroleum solvent so that surfaces are free of oil or other contaminants. Welds, mechanical connections and abraded areas shall be cleaned and have galvanizing repair paint applied.		no bid
1.14.23 Steel doors and frames shall be set accurately in position, plumbed, aligned, and braced securely until permanent anchors are set.		no bid
1.14.24 When installed in masonry construction, at least three wall anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb shall be used. Acceptable anchors include masonry wire anchors and masonry T-shaped anchors.		no bid
1.14.25 When installed in metal-stud partitions, at least three wall anchors per jamb at hinge and strike levels shall be used. In steel-stud partitions, attach wall anchors to studs with screws.		no bid
1.14.26 Fire-rated steel door shall meet and be installed according to current applicable NFPA standards.		no bid
1.14.27 Smoke-control doors shall meet all current applicable NFPA standards.		no bid
1.14.28 Hollow-metal doors shall fit accurately in frames, within clearances that meet current applicable ANSI/SDI standards.		no bid
1.14.29 Rusted and damaged areas shall be sanded smooth and have compatible air-drying primer applied after installation and prior to member acceptance.		no bid
1.15 Commercial Entry Doors – Acrylic Modified Polyester Doors		
1.15.01 Acrylic modified polyester (AMP) door shall be flush, with aluminum frames.		no bid
1.15.02 AMP door thickness shall be 1 3/4", with aluminum alloy stiles and rails at a minimal depth of 2 5/16". Corners shall be mitered.		no bid
1.15.03 AMP door shall have joinery of 3/8" diameter full-width tie rods, through extruded splines top and bottom, standard tubular shaped stiles and rails, reinforced to accept hardware.		no bid
1.15.04 AMP door shall have 3/16" angle blocks and locking hex nuts for joinery. Welds, glue or other methods are not acceptable.		no bid
1.15.05 AMP door shall have extruded stiles and rails with integral reglets to accept face sheets. Face sheets shall be locked into place to permit flush appearance.		no bid
1.15.06 Top and bottom rail legs shall be extruded for interlocking continuous weather bar.		no bid

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1.15.07 Weather seals shall be pile brushed. Extrude meeting stile to include integral pocket to accept pile brushed weather seals.		no bid
1.15.08 Bottom weather bar shall have nylon brush weather-stripping into extruded interlocking edge of bottom rail.		no bid
1.15.09 AMP door face sheet shall be wood grain, .120" thick painted surface, or 0.062" thick aluminum.		no bid
1.15.10 AMP door core shall be poured-in-place polyurethane foam, with a minimum density of 5 pounds per cubic foot, and a minimum R-Value of 9.		no bid
1.15.11 AMP doors shall be available with cutouts for vision lite, louvers and panels.		no bid
1.15.12 AMP door shall be pre-machined for hardware specified by the manufacturer.		no bid
1.15.13 Aluminum doorframe shall be aluminum alloy, with 1/8" wall thickness.		no bid
1.15.14 Doorstops shall be .625" high, with screws and weather stripping. Doorstop shall incorporate pressure gasketing for weathering seal and have counterpunch fastener holes to preserve full metal thickness under fastener head.		no bid
1.15.15 Frame members shall be box type, with four enclosed sides. Open-back framing is not acceptable.		no bid
1.15.16 Joints shall be caulked before assembling frame members. Joints shall be secured with fasteners, and shall have hairline butt joint appearance.		no bid
1.15.17 For side, transom and borrowed lites and panels, applied stops shall be used. Stops shall incorporate pressure gasketing for weathering seal.		no bid
1.15.18 Frame shall be pre-machined and reinforced for hardware.		no bid
1.15.19 Frame shall use anchors appropriate for wall conditions. Doorjamb and header mounting holes shall be a maximum of 24" centers. Secure head and sill members of transom, side lites and similar conditions.		no bid
1.15.20 Door vision lites shall use glazed 1/4" to 1" insulating glass. Lites shall be half lite, full lite, narrow lite or double lite.		no bid
1.15.21 Security grate shall have a frame perimeter 1" x 1" x 1/8" steel angle.		no bid
1.15.22 Vandal screen shall have an aluminum frame perimeter.		no bid
1.15.23 Louvers shall be aluminum, inverted Y-type, fixed blade and be mounted 12" minimum from bottom of door.		no bid
1.15.24 Aluminum finish shall be available in various colors.		no bid
1.16 Commercial Entry Doors – Fiberglass Reinforced Polyester Doors		
1.16.01 Fiberglass reinforced polyester (FRP) door shall be flush, with aluminum frames.		no bid
1.16.02 FRP door thickness shall be 1 3/4", with aluminum alloy stiles and rails, minimum of 2 5/16" depth. Corners shall be mitered.		no bid
1.16.03 FRP door shall have joinery of 3/8" diameter full-width tie rods, through extruded splines top and bottom, standard tubular shaped stiles and rails and reinforced to accept hardware.		no bid
1.16.04 FRP door shall have 3/16" angle blocks and locking hex nuts for joinery. Welds, glue or other methods are not acceptable.		no bid
1.16.05 FRP door shall have extruded stiles and rails with integral reglets to accept face sheets. Face sheets shall be locked into place to permit flush appearance.		no bid
1.16.06 Top and bottom rail legs shall be extruded for interlocking continuous weather bar.		no bid

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1.16.07 Weather seals shall be pile brushed. Extrude meeting stile to include integral pocket to accept pile brushed weather seals.		no bid
1.16.08 Bottom weather bar shall have nylon brush weather stripping into extruded interlocking edge of bottom rail.		no bid
1.16.09 Door face sheet shall be FRP, .120" thick painted surface and be an abuse-resistant engineered surface.		no bid
1.16.10 FRP door core shall be poured-in-place polyurethane foam, with a minimum density of 5 pounds per cubic foot, and a minimum R-Value of 9.		no bid
1.16.11 FRP doors shall be available with cutouts for vision lite, louvers and panels.		no bid
1.16.12 FRP door shall be pre-machined for hardware specified by the manufacturer.		no bid
1.16.13 FRP panels shall be architectural panels with FRP face sheets.		no bid
1.16.14 FRP fire-rated doors and frames shall be Class A frame spread and smoke developed rating on interior faces of exterior panels and both faces of interior panels.		no bid
1.16.15 Aluminum doorframe shall be aluminum alloy, with 1/8" wall thickness.		no bid
1.16.16 Doorstops shall be .625" high, with screws and weather stripping. Doorstop shall incorporate pressure gasketing for weathering seal and have counterpunch fastener holes to preserve full metal thickness under fastener head.		no bid
1.16.17 Frame members shall be box type, with four enclosed sides. Open-back framing is not acceptable.		no bid
1.16.18 Joints shall be caulked before assembling frame members. Joints shall be secured with fasteners, and shall have hairline butt joint appearance.		no bid
1.16.19 For side, transom and borrowed lites and panels, applied stops shall be used. Stops shall incorporate pressure gasketing for weathering seal.		no bid
1.16.20 Frame shall be pre-machined and reinforced for hardware.		no bid
1.16.21 Frame shall use anchors appropriate for wall conditions. Doorjamb and header mounting holes shall be a maximum of 24" centers. Secure head and sill members of transom, side lites and similar conditions.		no bid
1.16.22 Door vision lites shall use glazed 1/4" to 1" insulating glass. Lites shall be half lite, full lite, narrow lite or double lite.		no bid
1.16.23 Security grate shall have a frame perimeter 1" x 1" x 1/8" steel angle.		no bid
1.16.24 Vandal screen shall have an aluminum frame perimeter.		no bid
1.16.25 Louvers shall be aluminum, inverted Y-type, fixed blade and be mounted 12" minimum from bottom of door.		no bid
1.16.26 Door shall be installed plumb, level, square, true to line and without warp or rack. Doors, hinges and locksets shall be adjusted for smooth operation without binding.		no bid
1.17 Commercial Entry Doors – Pultruded Fiberglass Reinforced Polyester Doors		
1.17.01 Pultruded fiberglass reinforced polyester (FRP) door shall be flush, with FRP frames.		no bid
1.17.02 Door thickness shall be 1 3/4", pultruded as one monolithic panel, integral stiles, chemically welded at the factory.		no bid
1.17.03 All structural members shall utilize a chemically resistant UV stabilized resin system. Stile edges shall be seamless 9/16" thick solid FRP.		no bid

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1.17.04 Top rail shall be 6" pultruded tube profile designed to fit flush and be chemically welded inside the door. Bottom rail shall be a pultruded FRP inverted U channel designed to fit flush and be chemically welded inside the door allowing the door to be field trimmed.		no bid
1.17.05 Door face sheet shall be FRP, .125" thick smooth surface.		no bid
1.17.06 Door core shall be poured-in-place polyurethane foam, with a minimum density of 6 pounds per cubic foot.		no bid
1.17.07 Door shall be available with cutouts for vision lite, louvers and panels.		no bid
1.17.08 Door shall be pre-machined for hardware with templates specified by the manufacturer and hardware schedule.		no bid
1.17.09 FRP frame shall be 1/4" solid pultruded FRP with no corrosive components, 2" face assembled as a one chemically welded at the factory. Doorstops shall be 5/8" x 2 1/4".		no bid
1.17.10 Corner construction shall be mitered pultruded FRP angle reinforcement with interlocking pultruded FRP brackets.		no bid
1.17.11 Reinforcing shall be 1/4" pultruded FRP chemically welded at all hinge, strike and closer locations.		no bid
1.17.12 Door vision lites shall use glazed 1/4" or 1" insulating glass. Lites shall be half lite, full lite, narrow lite or double lite.		no bid
1.17.13 Louvers shall be pultruded FRP materials, fixed inverted Y-type shaped blades.		no bid
1.18 Overhead Door Systems – Rolling Counter Doors		
1.18.01 Doors, guides, motors, and related primary components shall be provided from one manufacturer. Secondary components shall be provided from a source acceptable to the manufacturer of the primary components.		no bid
1.18.02 Curtain shall have interlocking slats fabricated of galvanized steel. End locks shall be attached to alternate slats to maintain curtain alignment and prevent lateral slat movement.		no bid
1.18.03 Curtain slat finish shall be a rust-inhibitive, roll coating process, including baked-on primer or powder coated baked-on polyester topcoat. Non-galvanized exposed ferrous surfaces shall receive a coat of rust-inhibitive primer.		no bid
1.18.04 Curtain with fire-rated vision panels, shall use glazing panels, size and type as appropriate for the door size.		no bid
1.18.05 Bottom bar shall be single primed steel angle, with weather strip.		no bid
1.18.06 Guides shall be angled or extruded, aluminum or galvanized steel.		no bid
1.18.07 Guides for fire-rated doors shall be roll formed, or angled paint steel shapes, with brush smoke gaskets.		no bid
1.18.08 Guides for fire-rated doors shall be fastened using UL listed expansion anchors, through-bolts or bolts, depending on the wall type.		no bid
1.18.09 Brackets shall use steel plate to barrel assembly, curtain and hood.		no bid
1.18.10 Counterbalance shall be helical torsion spring housed in a steel tube or pipe barrel.		no bid
1.18.11 Hood shall be galvanized primed steel, aluminum or stainless steel.		no bid
1.18.12 Hood on a fire-rated door shall be equipped with thermally controlled, internal flame baffle.		no bid
1.18.13 Door shall be capable of manual push up, crank operation, electric motor, with aluminum or steel guides for opening.		no bid
1.18.14 Electric motor operation shall not move door in either direction more than 1' per second, shall have sensing edge protection, and shall use push-button and key operation, with open, close and stop buttons.		no bid
1.18.15 Doors shall have slide bolt locks, suitable for use with padlock, or two point dead locks with mortise cylinders.		no bid

Specifications
(Place after Tab 1e)

1.18.16 Door shall allow for face-of-wall, or between jambs mounting.		no bid
1.18.17 Door shall be tested for proper operation and adjusted as necessary to provide proper operation without binding or distortion.		no bid
1.18.18 Damaged coatings and finishes shall be touched-up and repaired.		no bid
1.18.19 Rolling fire doors shall bear the UL and FM Class A/B label for appropriate type of installation.		no bid
1.19 Overhead Door Systems – Rolling Steel Fire Doors		
1.19.01 Rolling steel fire door assemblies shall include, but not be limited to: guide assemblies, curtains, bottom bars, brackets, hoods, and automatic closing device.		no bid
1.19.02 Doors, guides, motors, and related primary components shall be provided from one manufacturer. Secondary components shall be provided from a source acceptable to the manufacturer of the primary components.		no bid
1.19.03 Curtain shall be constructed of slats that are interlinked to allow for full range of angular motion to wrap around barrel assembly without binding or separation. Curtain shall be designed to resist lateral motion and not pull apart when subjected to operating forces.		no bid
1.19.04 Curtain rod shall be manufactured from hot dip zinc coated steel or stainless steel in the appropriate gauge for the application and size.		no bid
1.19.05 Doors with fire-rated vision panels shall use glazing panels of the size and type appropriate for the door size.		no bid
1.19.06 Slat and hood shall be galvanized steel, and be finished with a rust-inhibitive, roll coating process, including bonderizing baked-on primer or powder coated baked-on polyester topcoat. Non-galvanized exposed ferrous surfaces shall receive a coat of rust-inhibitive primer.		no bid
1.19.07 Bottom bar shall be designed to incorporate a locking mechanism at one or both ends of the bar. If a locking mechanism is incorporated, then an interlock switch or switches activated by the lock mechanism or an operator shall be installed. Bars may incorporate an astragal or sensing edge for motor operated grilles.		no bid
1.19.08 Guide assemblies shall allow for an installation variance in the distance between left and right guides of +/- 1/8". Guide assemblies shall be constructed to support the weight of the door assembly and loads transmitted by the governor and motor. Guide assembly shall include stops on the guides to ensure bottom bar stops the designated position. Crush plates shall be installed when door is mounted to hollow concrete blocks.		no bid
1.19.09 Guide assemblies and fastener location shall be designed to allow for thermal expansion.		no bid
1.19.10 Automatic closing device shall close the door automatically to a completely closed position. The decent shall be at a controlled rate of not less than 6"/sec nor greater than 24"/sec.		no bid
1.19.11 Counterbalance shall be located inside the barrel assembly and consist of the torsion springs, spring anchors, counterbalance tension shaft and tension wheels. Torsion springs shall be helical wound spring with a minimum life of 10,000 cycles of operation. The deflection of the pipe shall not exceed .03" per foot of length while supported on both ends.		no bid
1.19.12 Hood shall be designed to enclose the coiled curtain. The hood or hood fasteners shall not come in contact with the curtain at any position of the door.		no bid

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

1.19.13 Hood shall include a hood flame baffle when required. Baffle shall actuate through fusible links or other automatic means. When the baffle is deployed it shall maintain full-width contact with the curtain when the door is closed.		no bid
1.19.14 Door shall allow for manual push up, chain hoist or crank operation.		no bid
1.19.15 Electric motor operation shall not move door in either direction more than 1' per second, shall have sensing edge protection, and shall use push-button and key operation, with open, close and stop buttons. Special operation options shall allow for vehicle detection, radio control operation, card reader control, photocell operation, door timer operation, commercial lights, explosion and dust ignition proof control wiring.		no bid
1.19.16 Door shall allow for interior bottom bar slide, interior slide locks for electric operation with interlock switch, or cylinder locking bottom bar with mortise cylinders.		no bid
1.19.17 Door shall be tested for proper operation and adjusted as necessary to provide proper operation without binding or distortion.		no bid
1.20 Overhead Door Systems - Rolling Doors (Non Fire-Rated)		
1.20.01 Rolling steel fire door assemblies shall include, but not be limited to: guide assemblies, curtains, bottom bars, brackets, hoods, and automatic closing device.		no bid
1.20.02 Doors, guides, motors, and related primary components shall be provided from one manufacturer. Secondary components shall be provided from a source acceptable to the manufacturer of the primary components.		no bid
1.20.03 Curtain shall be constructed of slats that are interlinked to allow for full range of angular motion to wrap around barrel assembly without binding or separation. Curtains shall be designed to resist lateral motion and not pull apart when subjected to operating forces.		no bid
1.20.04 Curtain rod shall be manufactured from hot dip zinc coated steel or stainless steel in the appropriate gauge for the application and size.		no bid
1.20.05 Where required by current applicable code, standard or regulation windlocks shall be constructed from material and attached to the curtain to adequately resist wind load.		no bid
1.20.06 Slat and hood shall be constructed of galvanized steel, aluminum or stainless steel. Slat and hood shall be finished with a rust-inhibitive, roll coating process with baked-on primer paint and powder coated topcoat. Non-galvanized exposed ferrous surfaces shall receive a coat of rust-inhibitive primer.		no bid
1.20.07 For insulated rolling doors, slat cavity shall be filled with CFC-free foamed-in-place insulation. Weather seals shall be located on the bottom bar, exterior guide and interior hood seals.		no bid
1.20.08 Bottom bar shall be designed to incorporate a locking mechanism at one or both ends of the bar. If a locking mechanism is incorporated then an interlock switch or switches activated by the lock mechanism or an operator shall be installed. Bar may incorporate an astragal or sensing edge for motor operated grilles.		no bid
1.20.09 Guide assemblies shall allow for an installation variance in the distance between left and right guides of +/- 1/8". Guide assemblies shall be constructed to support the weight of the door assembly and loads transmitted by the governor and motor. Guide assembly shall include stops on the guides to ensure bottom bar stops the designated position.		no bid
1.20.10 Brackets shall be designed to support the weight of the barrel assembly and curtain assembly.		no bid

Specifications
(Place after Tab 1e)

1.20.11 Automatic closing device shall close the door automatically to a completely closed position. The decent shall be at a controlled rate of not less than 6"/sec nor greater than 24"/sec.		no bid
1.20.12 Counterbalance shall be located inside the barrel assembly and consist of the torsion springs, spring anchors, counterbalance tension shaft and tension wheels. Torsion springs shall be helical wound spring with a life cycle of 20,000, 50,000 or 100,000 cycles of operation. The deflection of the pipe shall not exceed .03" per foot of length while supported on both ends.		no bid
1.20.13 Hood shall be designed to enclose the coiled curtain. The hood or hood fasteners shall not come in contact with the curtain at any position of the door.		no bid
1.20.14 Hood shall include a hood flame baffle when required. Baffle shall actuate through fusible links or other automatic means. When the baffle is deployed it shall maintain full-width contact with the curtain when the door is closed.		no bid
1.20.15 Rolling door shall allow for manual push up, chain hoist or crank operation.		no bid
1.20.16 Electric motor operation shall not move door in either direction more than 1' per second, shall have sensing edge protection, and shall use push-button and key operation, with open, close and stop buttons. Special operation options shall allow for vehicle detection, radio control operation, card reader control, photocell operation, door timer operation, commercial lights, explosion and dust ignition proof control wiring.		no bid
1.20.17 Door shall allow for interior bottom bar slide both, interior slide locks for electric operation with interlock switch, or cylinder locking bottom bar with mortise cylinders.		no bid
1.20.18 Door shall be tested for proper operation and adjusted as necessary to provide proper operation without binding or distortion.		no bid
1.20.19 Damaged coatings and finishes shall be touched-up and repaired.		no bid
1.21 Overhead Door Systems – Rolling Grilles		
1.21.01 Rolling grille assemblies shall include, but not be limited to: guide assemblies, curtains, bottom bars, brackets, hoods, fascia and barrel assemblies.		no bid
1.21.02 Grilles, guides, motors, and related primary components shall be provided from one manufacturer. Secondary components shall be provided from a source acceptable to the manufacturer of the primary components.		no bid
1.21.03 Curtain shall be constructed of rods that are interlinked to allow for full range of angular motion to wrap around barrel assembly without binding or separation. Curtains shall be designed to resist lateral motion and not pull apart when subjected to operating forces.		no bid
1.21.04 Curtain rod shall be manufactured from hot dip zinc coated steel, stainless steel or aluminum.		no bid
1.21.05 Bottom bar shall be designed to incorporate a locking mechanism at one or both ends of the bar. If a locking mechanism is incorporated then an interlock switch or switches activated by the lock mechanism or an operator shall be installed. Bar may incorporate an astragal or sensing edge for motor operated grilles.		no bid
1.21.06 Guide assemblies shall allow for an installation variance in the distance between left and right guides of +/- 1/8". Guide assemblies shall be constructed to support the weight of the grille and include stops on the guides to ensure bottom bar stops the designated position.		no bid
1.21.07 Brackets shall be designed to support the weight of the barrel assembly and curtain assembly.		no bid

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

1.21.08 Counterbalance shall be located inside the barrel assembly and consist of the torsion springs, spring anchors, counterbalance tension shaft and tension wheels. Torsion springs shall be helical wound spring with a minimum life of 10,000 cycles of operation. The deflection of the pipe shall not exceed .03" per foot of length while supported on both ends.		no bid
1.21.09 Grille shall allow for manual push up, chain hoist or crank operation.		no bid
1.21.10 Electric motor operation shall not move door in either direction more than 1' per second, shall have sensing edge protection, and shall use push-button and key operation, with open, close and stop buttons. Emergency egress exit shall allow mechanism to automatically open grille part way to permit passage even if power is not available. Special operation options shall allow for vehicle detection, radio control operation, card reader control, photocell operation, door timer operation, commercial lights, explosion and dust ignition proof control wiring.		no bid
1.21.11 Security grille shall be tested for proper operation and adjusted as necessary to provide proper operation without binding or distortion.		no bid
1.21.12 Damaged coatings and finishes shall be touched-up and repaired.		no bid
1.22 Overhead Door Systems - Sectional Doors		
1.22.01 Sectional door assemblies shall include, but not be limited to: guide assemblies, panel sections, brackets, horizontal tracks, vertical tracks and counterbalance assembly.		no bid
1.22.02 Doors, guides, motors, and related primary components shall be provided from one manufacturer. Secondary components shall be provided from a source acceptable to the manufacturer of the primary components.		no bid
1.22.03 Sectional door assembly shall consist of two or more sections hinged together. Sections shall be assembled with rabbeted meeting rails to form weather tight joints and shall provide full width interlocking structural rigidity.		no bid
1.22.04 Door sections including their reinforcement hinges, roller assemblies and method of attachment to the door shall be designed to support their own weight when in the horizontal position and not deflect more than 1/240 th of the door height.		no bid
1.22.05 Sectional door system shall operate a minimum of 10,000 cycles.		no bid
1.22.06 Insulation and wind load design shall meet current applicable codes, standards or regulations.		no bid
1.22.07 The horizontal track assembly, including the installation hardware, shall be designed to support a dead load equal to the door weight when in the horizontal position. Twist, deflection or deformation of track shall not interfere with the operations of the door.		no bid
1.22.08 The bottom corner brackets and its method of attachment to the door shall be designed to support a dead load equal to the door and all on the door hardware, multiplied by a safety factor of two.		no bid
1.22.09 Torsion spring counterbalance assembly shall be designed and constructed to provide for a safe and durable conversion of spring torque to lifting power for balancing the weight of a sectional door.		no bid
1.22.10 Door hardware shall include steel hinges, fixtures, and ball bearing rollers with hardened steel races.		no bid
1.22.11 Lock shall be an interior mounted slide lock, or key lock.		no bid
1.22.12 Weather stripping shall be flexible PVC on bottom, header seal and jamb.		no bid
1.22.13 Manual operation offered shall be chain hoist or other appropriate method.		no bid

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

1.22.14 Motorized operation shall not move door in either direction more than 1' per second, shall have pneumatic, electric, or photoelectric sensing edge protection, and shall use push-button and key operation, with open, close and stop buttons. Special operation options shall allow for pull-rope release automatic opening, vehicle detection, radio control operation, card reader control, photocell operation, door timer operation, commercial lights, explosion and dust ignition proof control wiring.		no bid
1.22.15 Sectional door shall be tested for proper operation and adjusted as necessary to provide proper operation without binding or distortion.		no bid
1.22.16 Damaged coatings and finishes shall be touched-up and repaired.		no bid
1.23 Overhead Door Systems – Rolling Sheet Doors		
1.23.01 Rolling sheet door assemblies shall include, but not be limited to: guide assemblies, curtains, bottom bars, brackets, hoods, fascia, windlocks and barrel assemblies.		no bid
1.23.02 Doors, guides, motors, and related primary components shall be provided from one manufacturer. Secondary components shall be provided from a source acceptable to the manufacturer of the primary components.		no bid
1.23.03 Curtain shall be constructed of curtain panels that are interlinked to allow for full range of angular motion to wrap around barrel assembly without binding or separation. Curtains shall be designed to resist lateral motion and not pull apart when subjected to operating forces.		no bid
1.23.04 Where required by current applicable code, standard or regulation windlocks shall be constructed from material and attached to the curtain to adequately resist wind load.		no bid
1.23.05 Guide assemblies shall allow for an installation variance in the distance between left and right guides of +/- 1/8". Guide assemblies shall be constructed to support the weight of the grille and include stops on the guides to ensure bottom bar stops the designated position.		no bid
1.23.06 Guide assemblies shall contain the curtain edges and be constructed to support the wind loads transmitted by the curtain.		no bid
1.23.07 Bottom bars shall be designed to incorporate a locking mechanism at one or both ends of the bar. If a locking mechanism is incorporated then an interlock switch or switches activated by the lock mechanism or an operator shall be installed. Bar may incorporate an astragal or sensing edge for motor operated grilles.		no bid
1.23.08 Brackets shall be designed to support the weight of the barrel assembly and curtain assembly.		no bid
1.23.09 Counterbalance shall be located inside the barrel assembly and consist of the torsion springs, spring anchors, counterbalance tension shaft and tension wheels. Torsion springs shall be helical wound spring with a minimum life of 10,000 cycles of operation. The deflection of the pipe shall not exceed .03" per foot of length while supported on both ends.		no bid
1.23.10 Door shall be tested for proper operation and adjusted as necessary to provide proper operation without binding or distortion.		no bid
1.23.11 Damaged coatings and finishes shall be touched-up and repaired.		no bid
1.24 Overhead Door Systems - Motor Operators		
1.24.01 Motor shall have enough horsepower appropriate for the type of door it is to be installed on, shall be designed for constant duty, instant reverse and automatic reset thermal overload. Motor shall be UL listed and shall comply with current applicable NEMA standards for open drip-proof construction.		no bid

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

1.24.02 Primary reduction shall be a 6-rib poly J-belt and pulley; secondary reduction shall be by chain and sprocket. All moving shafts shall incorporate ball bearings.		no bid
1.24.03 Clutch shall be adjustable disc type.		no bid
1.24.04 Brake shall be solenoid actuated, drum and shoe type, standard on jackshaft and ¾ horsepower trolley units.		no bid
1.24.05 Limit system shall be rotary type with vernier adjustment, synchronized with door during release operation.		no bid
1.24.06 Control system shall use a heavy-duty reversing contactor, electrically and mechanically interlocked with 24 VAC three-button open/close/stop control. System shall accommodate connection of a sensing edge and/or photocell device, and connection of three-wire radio controls.		no bid
1.24.07 Mounting shall be by jackshaft, side-mounted, center-mounted with chain/sprocket or direct shaft-to-shaft.		no bid
1.24.08 Release shall be a pull and hold type of mechanism with an integrated interlock switch and single cable operation on jackshaft units. Release shall consist of a manual disconnect door arm on trolley units.		no bid
1.24.09 Chain hoist shall consist of chain pocket wheel, chain guard and smooth hand chain on jackshaft units.		no bid
1.24.10 Control system shall have provisions to connect such entrapment protection devices (electric sensing edge, pneumatic sensing edge and/or photoelectric sensor.)		no bid
1.25 Integrated Door Systems - Metal		
1.25.01 Integrated door system shall be complete with door, full height hinge and suspension system, full-height latching and/or channel mechanism, smoke seals and galvanized and bonderized steel faces. Doors shall be constructed from steel or wood.		no bid
1.25.02 Integrated door system assemblies shall meet current applicable ANSI/BHMA/SDI performance standards.		no bid
1.25.03 Exit devices and closers shall meet current applicable ANSI/BHMA performance standards.		no bid
1.25.04 Fire rated integrated door system assemblies shall have been tested to meet current applicable NFPA standards and conditions.		no bid
1.25.05 Integrated door systems shall be either factory assembled or the factory shall provide all system components for contract vendor field installations. Doors shall be fully finished with protective wrappings.		no bid
1.25.06 Integrated door system shall be stored horizontally on a level surface, off the floor in a clean, dry, and well-ventilated area.		no bid
1.25.07 Integrated door system welded frames shall have mitered corners continuously welded and ground smooth on frame faces and shall be provided with a temporary spreader bar securely fastened to the bottom of each frame.		no bid
1.25.08 Integrated door system shall have suitable wall anchors for each jamb spaced at no more than 2' intervals.		no bid
1.25.09 Drywall slip-on type frames shall be designed for installation after the wall is erected.		no bid
1.25.10 Jambs shall be supplied with welded-in steel anchors allowing for screw-adjustment after the frame is installed, and shall be equipped with suitable sill anchors.		no bid
1.25.11 Integrated door system shall have stiles of galvanized 16-gauge steel. Top rails shall be based on fire rating of door system.		no bid

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

1.25.12	Integrated door system door cores shall be solid polystyrene, that is continuously bonded to the steel face. Doors thickness shall be 1 3/4" with no seams, thru fasteners or spot-welds on door faces.		no bid
1.25.13	Integrated door system shall be factory prime painted. Hinges and locking channel shall have a two-part polyurethane finish, in a variety of colors. Interior finish shall be a two-part infrared baked polyurethane finish in a variety of colors. Vinyl veneer shall be applied over steel faces in a variety of colors.		no bid
1.25.14	Integrated door system shall allow for a high-pressure plastic wood veneer laminate and available in a variety of cuts, finishes and species.		no bid
1.25.15	Integrated door system shall be installed in accordance with manufacturer requirements. Door systems shall be set plumb and square, securely anchored to adjacent walls, and be adjusted to freely swing without binding, sticking or sagging.		no bid
1.25.16	Damaged coatings and finishes shall be touched-up and repaired.		no bid
1.26 Accordion Doors/Operable Partitions - General Requirements			
1.26.01	Contract vendor shall assist a general contractor, architect, or member in determining the type of partition(s) that provides the best solution for the requirements.	X	
1.26.02	Operable partitions, accordion partitions and pocket doors shall meet the minimum specifications of products manufactured by Hufcor, Modernfold or equivalent manufacturer.	X	
1.27 Accordion Doors/Operable Partitions - Operable Partitions			
1.27.01	Contract vendor shall supply operable partitions including but not limited to: paired panels or omni-directional/single panels.	X	
1.27.02	Operable panel options shall include, but not be limited to: ADA compliant pass-through single or double doors, projection surface, tack board, marker board and chalk boards.	X	
1.27.03	Panels shall have a minimum acoustical performance of 25 STC as tested in an independent acoustical laboratory in accordance with current applicable ASTM standards.	X	
1.27.04	Fire rated panels shall have been tested per current applicable UL, ASTM or NFPA standards. The panels shall have received a minimum one-hour (B) rating and be listed as such by the UL.	X	
1.27.05	Panels shall be minimum 3" thick with standard width of not more than 48". Panel framing shall be rolled steel with overlapped and welded corners. Panels shall be manually emplaced.	X	
1.27.06	Panel skin shall be roll-formed steel that wraps around panel edge and is lock formed and welded directly to the frame for unitized construction.	X	
1.27.07	Panel finish construction shall include, but not be limited to: steel, medium density fiberboard, reinforced normal duty and heavy-duty vinyl with woven backing, non-woven needle punch carpet with fused fibers, customer provided material, high pressure plastic laminate on MDF board, or wood veneer on MDF board. Wall covering and upholstery fabrics shall be treated to resist stains. Upon member request, panels shall be provided uncovered for field finishing.	X	
1.27.08	Panels shall include vertical interlocking sound seals between panels that permit universal panel operation. Seal shall be contracted of rolled formed steel astragals, with reversible tongue and groove configuration.	X	
1.27.09	Panels shall have horizontal top seals that provide fixed continuous contact contracted of vinyl wrapped ceramic or duel four-finger vinyl. Top seal shall also be retractable and when extended, exert an upward force.	X	

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

1.27.10	Horizontal bottom floor seals shall automatically drop as panels are positioned or be manually activated operable seals. Seal shall be operable from either panel edge to permit multiple panel positioning and reversible operation. When extended, seals shall provide a fixed continuous contact.	X	
1.27.11	Panel suspension system track shall be manufactured of roll-formed steel or architectural grade extruded aluminum. Track design shall provide precise alignment at the trolley running surfaces and provide integral support for adjoining ceiling, soffit and plenum sound barrier.	X	
1.27.12	Suspension system shall be affixed to a wood header or supported by adjustable steel hanger brackets. Brackets shall support the load-bearing surface of the track. One four-wheel carrier shall support each panel. Wheels shall be of hardened steel ball bearings encased with molded polymer tires.	X	
1.27.13	Plenum closure shall be designed to permit lifting out of header panels to adjust track height. Plenum closure required for optimum sound control of partition.	X	
1.27.14	Pocket doors shall be provided in various configurations to include, but not be limited to: single door hinged to a jamb on one side; double door hinged to jamb on each side and closing in the center; double bi-fold door hinged to a jamb on one side.	X	
1.27.15	Pass doors shall be a single or double door of the same thickness and appearance as the panels. Door shall be equipped with push/pull latching handle. Door shall be ADA compliant, less trim and equipped for panic operation. There shall be no threshold.	X	
1.28	Accordion Doors/Operable Walls – Moveable Glass Wall		
1.28.01	Contract vendor shall provide moveable glass panels.	X	
1.28.02	Panels shall be constructed from aluminum for type of use, corrosion resistance and safety glass per current applicable ASTM standards.	X	
1.28.03	Panels shall have concealed fasteners that when finished shall be rigid, level, plumb, aligned with uniform joints and appearance, free of bow, warp, twist, deformation and surface and finish irregularities.	X	
1.28.04	Panel suspension system track shall be manufactured of roll-formed steel or architectural grade extruded aluminum. Track design shall provide precise alignment at the trolley running surfaces.	X	
1.28.05	Suspension system shall be affixed to a wood header or supported by adjustable steel hanger brackets shall support panel suspension system; brackets shall support the load-bearing surface of the track.	X	
1.28.06	Suspension carriers shall consist of either two all steel trolleys with steel ball-bearing wheels with acetal resin tires, or two stainless steel trolleys with vinyl roller surfaces of varying dimensions on the trolley.	X	
1.28.07	Options shall include, but not be limited to: sliding swing door, automatic door closure for floor or overhead, push/pull bars and mortise cylinder floor locks.	X	
1.29	Accordion Doors/Operable Walls - Accordion Doors		
1.29.01	Contract vendor shall provide accordion doors in single or paired configurations, manual operation or with optional electric drive.	X	
1.29.02	Accordion door construction shall consist of steel hinge plates with a single row of plates at the top and bottom or steel plates riveted to form "X" construction pantographs. Pantographs shall allow for extension and contraction without binding.	X	

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

1.29.03 Accordion door panel finishes shall include, but not be limited to: reinforced heavy-duty vinyl with woven backing, acoustical, non-woven needle punch carpet, with fused fibers, upholstery or customer provided material.	X	
1.29.04 Accordion door suspension system shall be a continuous C-channel track, connected to the structural support. Partition shall be suspended from the track by two-wheel intermediate or four-wheel lead trolley assemblies.	X	
1.29.05 Accordion door panels shall have a minimum acoustical performance of 25 STC as tested in an independent acoustical laboratory in accordance with current applicable ASTM standards.	X	
1.29.06 Accordion door options shall include, but not be limited to: jamb-locks that allow for quick release for cleaning; locks; posts for attaching multiple doors; pendant pulls and over-the-counter sizes.	X	
1.29.07 Contract vendor shall provide optional electrical drive units. Drive units shall be end mounted. The weight of the partition will determine the size of the drive unit. Required track and trolley upgrades shall be accomplished.	X	

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

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

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

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

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

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

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

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

Bid Bond
(Place after Tab 1f)

KNOW ALL MEN BY THESE PRESENTS:

NORCON INDUSTRIES, INC.

THAT,

(hereinafter called Principal), as Principal, and RLI Insurance Company

a corporation organized and existing under the laws of the State of Illinois, with its principal office in the city of Peoria, (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 Doors, Locking Systems, Door Hardware and Operable Walls.

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 17th day of June, 20 16

NORCON INDUSTRIES, INC.

PRINCIPAL SEAL

BY [Signature]

RLI INSURANCE COMPANY

SURETY SEAL

BY [Signature]

Kristina L. Losman

Attorney-in-Fact

Hegarty-Haynes Insurance, Inc.
AGENCY OF RECORD



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Timothy E. Hegarty, Elizabeth A. Millwee, Kristina I. Losman, jointly or severally

in the City of Tempe, State of Arizona, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by any other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of February, 2015.

State of Illinois }
County of Peoria }

SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Dic Vice President

CERTIFICATE

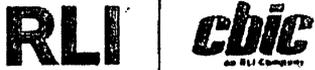
I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 17th day of June, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Dic Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public





RLI INSURANCE COMPANY | CONTRACTORS BONDING AND INSURANCE COMPANY
16150 N. Arrowhead Fountains Center Drive #225 | Peoria, AZ 85382 | P 866-439-7003 | F 309-689-2231
michael.mau@rlicorp.com | www.rlisurety.com

June 23, 2016

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

RE: Norcon Industries, Inc.

Dear Sir:

We are writing this letter at the request of the captioned account. We understand that this is required to obtain pre-qualification status with your firm.

Please be advised that we have been writing Norcon Industries, Inc. since 2005. We have favorably considered them for single projects up to \$2,000,000 with an aggregate program of \$10,000,000.

RLI Insurance Company is a corporation organized and existing under the laws of the State of Illinois and is authorized to do business in the State of Arizona. RLI currently has an A.M. Best Rating of A+ XI.

This letter should not be construed as a commitment to write any specific bond and is only being provided to give you an understanding of the limits we have previously considered for Norcon Industries, Inc. Should you require them to furnish bid and/or performance and payment bonds, please be advised that we would be willing to consider issuance of such bonds subject to review of the contract terms, acceptable financing and Norcon Industries, Inc.'s compliance with underwriting conditions at the time a request for bonds is made.

Norcon Industries, Inc. is a valued client of ours and we would appreciate your favorable consideration of them. Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,



Elizabeth A. Millwee
Attorney-In-Fact

U.S. Department of Agriculture Form AD-1048 (1/92)
(Place after Tab 1g)

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

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

Norcon Industries, Inc

Organization Name

PR/Award Number or Project Name

Edward Norris, President

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


Signature(s)

6-23-16
Date

U.S. Department of Agriculture Form AD-1048 (1/92)
(Place after Tab 1g)

Instructions for Certification (for Form AD-1048)

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

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

ANTI-LOBBYING CERTIFICATION

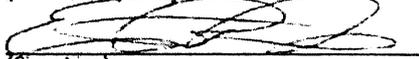
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(Sept 2007) In accordance with the Federal Acquisition Regulation, 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Norcon Industries, Inc.

(Firm Name)



(Signature)

Edward Norris

(Print Name)

President

(Print Title)

6-23-16

(Date Certified)

Primary Vendor 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. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:
 - a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - b. Communication process with Mohave and its members;
 - c. Standard delivery time for products/services after receipt of purchase order;
 - d. Member Training (Initial and ongoing)
 - e. Any other value-added services that may benefit members. Provide specific information;
 - f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
 - g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

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?

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

We will not subcontract any work. Installer must be factory trained.

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

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

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

Using the chart below, please indicate the following:

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

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	1	X	X
Cochise	1	X	X
Coconino	25	X	X
Gila	1	X	X
Graham	1	X	X
Greenlee	1	X	X
La Paz	1	X	X
Maricopa	60	X	X
Mohave	1	X	X
Navajo	1	X	X
Pima	2	X	X
Pinal	2	X	X
Santa Cruz	1	X	X
Yavapai	1	X	X
Yuma	1	X	X



INVITATION FOR BID IFB 16G-0624 Door, Locking System, Door Hardware and Operable Walls

SUPPLEMENTAL INFORMATION – METHOD OF APPROACH

Executive Summary – It is the intent of Norcon Industries, Inc. to provide a complete response to this Mohave Educational Services Cooperative (MESC) bid.

Norcon has had many contracts through both Mohave over the years and our sales personnel are trained to support and promote these contracts on a statewide basis of Arizona. We have the full capabilities to support a contract of this size using our in-house staff; however, when necessary, we will supplement with qualified, factory-trained subcontractors when excessive workloads dictate.

Norcon was founded in 1986 by brothers, Tim Norris and Ned Norris. The company originally was intended to be a general contractor but soon changed paths and became a specialty contractor representing and selling various lines of school related equipment. In effect, Norcon is the sales and installation arm in Arizona for specific factories around the country. We believe we have chosen the best quality brands on which to concentrate. This allows us to become experts in the nuances of particular companies not only in the methods of installation but also in the ways of purchasing and interacting with those companies. By doing this we also create economies of scale that allow us to provide more competitive pricing. Norcon's conservative approach has allowed us to be one of the preeminent distributors of quality specialty construction products in the entire country.

While we will provide letters of authorization, the fact that Norcon has been a Mohave contractor for over 20 years is inherent proof that we are authorized to submit a bid with the products we are offering. We will also be providing letters from school districts indicating that we are a bona fide distributor.

Norcon is not a minority owned business.

Our service and products will be presented to all Mohave members big and small, far and near. Our 5 man sales staff covers the State of Arizona using the public school system as its framework. Every school district is included in our territory listing and cities, towns and municipalities in and around those school districts are covered in the same manner.

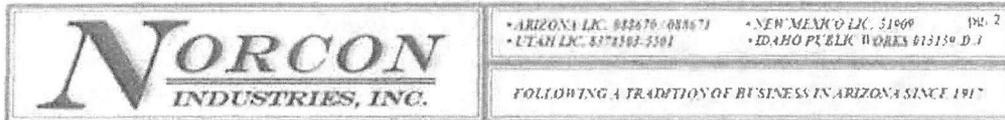
Both external sales staff and internal staff are trained and required to follow all MESC rules as well as State purchasing guidelines.

It is our intent to provide the customers of the MESC with the best value by providing the highest quality products and service we can and still maintain competitive prices.

Method of Approach – Should Norcon receive the honor of being awarded this Mohave contract we will introduce our award with a combination of new technology and the use of tried and true old fashioned selling. Unlike many competitors, Norcon has flourished with a group of hard-working traditional salespeople. The state of Arizona is covered entirely based on the public school system. Because the public school systems blanket the state, we also cover every square inch of territory including cities, towns, municipalities and other public entities. Our team consists of the following:

Tim Norris – Tim is the main Mohave contact at Norcon and all purchase orders, contract documents and questions are funneled through him. He has over 21 years of experience working with Mohave contracts. Tim also serves as an in-house salesman for Mohave customers and will either work with the customer from the office or transfer the customer to work with one of our outside sales people.

5412 E. CALLE CERRITO	GUADALUPE, AZ 85283	PHONE: (480) 839-2324	FAX: (480) 839-2281
2840 W. RUTHRAUFF RD., STE. 140P	TUCSON, AZ 85705	PHONE: (520) 325-5752	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84131	PHONE: (801) 803-8766	FAX: (801) 384-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. • P.O. Box 61988 • Phoenix, AZ 85082-1988			



George Wilson - While recently new to working on Mohave contracts, George is actually a Norcon veteran. He worked with the company as an installer, project manager, operations manager and a salesman for 6 years and left to manage a family business 10 years ago. George will be working primarily in the metro Phoenix area and be assigned to numerous Mohave customers in Maricopa County. He will be tasked with concentrating on non-public school district Mohave customers.

Jim Crater - Jim has been with Norcon for 14 years and handles Pima, Santa Cruz and Cochise Counties along with the central corridor up to and around Flagstaff.

Dan Gill - Having joined Norcon 17 years ago, Dan brings a wealth of experience and knowledge to the Norcon team. He covers the entire Colorado River, the Navajo Indian reservation, the Apache Indian reservation and various school districts in Maricopa County.

Ruben Leanos - Ruben has been with Norcon 19 years. He started out as an installer then became a project manager, operations manager and finally moved to the sales role. Ruben is primarily responsible for the West part of Maricopa County along with various other school districts in the Phoenix metropolitan area.

Tracy Dey - Tracy just joined Norcon due to the retirement of Audrey Shaw. Although Tracy has been with us a short time she is picking up the system quick. Tracy comes to us with over 10 years of accounting experience.

Ron Brown - Ron has recently joined Norcon as our comptroller. In this role he will communicate with Mohave customers on the fine points of accounting, taxes and payments in general.

Ned Norris - Ned is our President and works specifically with Mohave contracts pertaining to flooring, but also backs up Tim Norris on all other contract requirements. If Tim is unable to answer a question or address a conflict, Ned will.

Sales contact - Our outside sales men are tasked with calling on every school district a minimum of two times per year. As all school districts are different, many must be called on many more times and there are multiple people in some school districts that we must make contact with. In some school districts one person such as a business manager will handle all aspects of a Mohave contract purchase. In other school districts there may be purchasing people, maintenance staff and even principals or coaches that we interact with. Our salesmen go to whomever will be making the decisions.

While not nearly as effective as good old-fashioned person-to-person salesmanship, we have also introduced an e-mail blast marketing campaign. If awarded this contract, we would insert a blast reflecting our flooring products and services available on this awarded Mohave contract.

Communication - All Mohave electronic communications (except for those involving very detailed issues) go through Tim Norris and then are dispersed to the appropriate personnel. While this can be daunting at times it is proven to be effective way to handle the volume of incoming purchase orders, documents and other electronic information.

All purchase orders, details, color selections, field checks, sizes, etc. are required to be in writing in either faxed communication for electronic e-mail modification. These documents are then filed as individual project documents within our server.

Training - The products we are offering herein require no customer training. Although, we are available at any time to demonstrate any maintenance necessary for each product offered.

5412 E. CALLE CERRITO	GUADALUPE, AZ 85283	PHONE: (480) 839-2324	FAX: (480) 839-2281
2840 W. RUTHERAUFF RD., STE. 140P	TUCSON, AZ 85705	PHONE: (520) 325-5752	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84121	PHONE: (801) 803-8766	FAX: (801) 384-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. • P.O. Box 61988 • Phoenix, AZ 85082-1988			



Delivery time/ Response Time - While we cannot speak for our competitors, we strived to meet our customers' expectations with our prompt and immediate availability to supply, install and or repair any flooring issues, projects or emergencies they may have. We have staff on hand and products are readily available.

Value Added Services - There are many intangibles, which make Norcon a prime candidate for award of a MESC contract. Our primary business is providing goods and services to schools and public agencies. We understand the needs of today's educators and facility planners and have positioned ourselves with the best available products designed for those needs. We have been awarded multiple contracts in Arizona by MESC. We understand how the co-op functions and are familiar with the terms of payment and standard paperwork requirements.

Norcon's team of five Mohave related salesmen and 30+ outside installers allow us to offer the most comprehensive team of sales and service in the state. We truly cover the entire state and take pride in doing so. We also are familiar with our competitors from both within and outside the state. Plus, all these people work for one common company and have a common goal. That goal is to give the Mohave customer the ultimate in value and service.

Our sales staff is well aware of what can be sold through Mohave contract and is prohibited both by rules and common moral values from selling anything not on the contract or that is not in the best interest of the customer. Further we do not process any order that has not been approved through Mohave and there is no better judge of what is valid through Mohave than Mohave itself. By sticking to the simple core values we simply do not have to worry about working outside the contract.

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Send all Remittances & Secure Documents to: Norcon Industries, Inc. * P.O. Box 61988 * Phoenix, AZ 85082-1988			

Primary Vendor Information – Qualification and Experience
IFB 16G-0624 Door, Locking System, Door Hardware and Operable Walls

1. Company History

Norcon Industries, Inc. is a 30-year-old company which was incorporated in Arizona in July of 1986. Norcon's main office is located in Guadalupe, AZ. It has satellite offices in Tucson, AZ; Albuquerque, NM; Aurora, CO; and Holladay, UT. Since it was founded, Norcon has worked extensively throughout Arizona and is particularly adept at working in remote locations of the state. The company was originally formed to design, fabricate, and install modular buildings for educational and government facilities.

Norcon expanded its operation to provide site development and underground utility installation for residential and commercial modular buildings in 1991. In 1992, several architectural specialty product lines were added to Norcon's operation to accommodate the erratic building cycles associated with school construction. Norcon now holds several contracting licenses in Arizona and New Mexico. While its heritage began with modular building construction, Norcon has evolved into a specialties product distributor/contractor with various capabilities.

Norcon is uniquely suited for contracting through the Mohave Educational Services Cooperative due to its extensive experience in working with state and private educational facilities, municipalities, charter schools, and universities. The experience of providing multiple products through previous Mohave contacts has provided Norcon with valuable construction skills and management.

It is our goal to build upon our experience with Mohave by expanding our New Mexico presence through Cooperative Educational Services (CES). We have been doing business in New Mexico since 1993 indirectly through our Guadalupe office. In 1996, several of our manufacturers asked us to consider establishing an office in New Mexico. In 1997, the office was opened and fully staffed.

2. Office Locations and Personnel

Headquarters:

- Norcon Industries, Inc., 5412 East Calle Cerritos, Guadalupe, Arizona 85283

Satellite Office:

- Norcon Industries, Inc. Tucson, 3957 E. Speedway #201, Tucson, AZ 85712
- Norcon New Mexico, 3700 Osuna Rd N.E. #615, Albuquerque, NM 87109
- Norcon of Colorado, 13900 E. Florida St., Suite D, Aurora, CO 80012
- Norcon Industries, Inc. UTAH, 1905 Villa Park Lane, Holladay, UT 84121

Our company's primary work force is based out of our headquarters office here in Arizona. We have thirty (30) full-time employees, inclusive of management, sales, operations and accounting, at our headquarters office. Additionally, Norcon currently employs twenty-one (21) full-time service and installation workers who are all based out of Phoenix. We also employ, when work overflow necessitates, a select list of installation subcontractors to supplement our field service crews.

Our satellite offices in Tucson, Albuquerque and Utah are primarily sales and marketing oriented and we have (9) nine employees who fulfill those roles. With our new office in Colorado we will now service Colorado, Texas & Wyoming.

Primary Vendor Information – Qualification and Experience
IFB 16G-0624 Door, Locking System, Door Hardware and Operable Walls

Following is a list of key employees who will be involved with this contract:

<u>Job Classification</u>	<u>Years with company</u>
<u>Senior Management</u>	
Edward B. Norris, President	30
Tim C. Norris, Vice President, Secretary, Treasurer	30
Nick Jauregui, Operations Manager	6
<u>Finance and Accounting</u>	
Ron Brown, CPA, Controller	1
Tracy Dey, AR	1 month
<u>Project Management</u>	
Curtis Ferguson	10
<u>General Office Manager/ Receptionist</u>	
Julie Wood	1
<u>Field Supervision</u>	
Juan Valvidia	16
Jorge Corrales	17
Jesse Ortega	20
Tom Thompson – Field Superintendent	19

Key Personnel Resumes

Edward B. Norris (Ned), President

Upon graduating from Occidental College with a degree in Economics in 1981, Ned joined a California based savings and loan. There, he worked initially in the Accounting Department for two years, and then transferred into the Commercial Construction Lending Division. After spending two years as a Vice President of Construction Lending, he left to join a co-worker in founding a real estate consulting and development company in Orange County, California.

In early 1986, Tim and Ned began discussions about starting their own company in Arizona and Norcon was incorporated shortly thereafter. The company was initially formed for the purpose of constructing and installing modular factory-built and site-built buildings for schools. In 1991, the company expanded its operations to include distribution and installation of school equipment and specialty commercial products for the construction industry.

Ned's primary responsibilities for the company include banking, insurance and bonding, as well as overseeing the commercial flooring, specialty door and hardware division of the business.

Tim Norris, Vice President

After graduating from the University of Arizona in 1983 with a degree in finance, Tim joined his father's school equipment contracting business. Tim worked as the Tucson office sales representative for three years and called extensively on public school districts, government agencies, University of Arizona, Davis Monthan AFB, and general contractors throughout southern Arizona. At that time, the Tucson office was responsible for preparing its own estimates, bids and quotations for contracting activities. Only after contracts were awarded were the projects handed off to the Phoenix office.

In 1986, Tim joined his brother to form Norcon Industries, Inc. for the purpose of creating a closely held modular building contractor, which could compliment the school equipment contracting part of the family business. In 1991, Tim relocated to Phoenix in order to join Norcon on a full time basis and expand its contracting operations.

Tim is now primarily responsible for all contract operations with the exception of commercial flooring, doors and hardware which Ned Norris oversees.

Primary Vendor Information – Qualification and Experience IFB 16G-0624 Door, Locking System, Door Hardware and Operable Walls

Nick Jauregui, Operations Manager

Nick has been with Norcon for 7 years where he started as a Project Manager for Bleachers & Auditorium Seating products. After 2 years he also added lockers to his list of products. He was recently promoted to Operations Manager and he has been overseeing all Project Managers and Installers for the past year.

Ron Brown, CPA, Controller

Prior to joining Norcon in 2015, Ron had worked for a privately owned Cell Tower Construction Company in the East Valley. He earned his college degree in Accounting from Arizona State University and initially went to work for Touche Ross (Big 8 CPA firm). After earning his CPA designation he went into the private industry as a Controller for a number of different companies over the years. He has experience in Manufacturing, Construction, Real Estate, Education, Software Sales and Services, and Transportation. In addition he has helped launch 2 successful IPO's over the years as the Controller/ CFO. In his role at Norcon, all financial reporting functions, as well as accounts payable/receivable and budgeting fall under Ron's scope of work.

Key Sales Staff

Dan Gill - Phoenix, Arizona

Dan has been in sales for 17 years and with Norcon since 1999. Dan's territory includes Yuma, the Colorado River region and several of the larger municipalities throughout Arizona.

Jim Crater - Tucson, Arizona

Jim has over 40 years of selling experience. Jim has been national sales manager of several Mohave related companies. In 2002 Jim decided to stay in Arizona and settle down as a member of our sales team. Jim handles the south part of the state.

Ruben Leanos – Phoenix, Arizona

Ruben came to Norcon in 1997 where he started as a flooring installer and quickly moved up to Flooring Manager and soon after became Operations Manager. Ruben's knowledge of all Norcon's products and years with Norcon has made him an integral part of the sales team.

Curt Rahe – Service Sales Manager

Curt has been with Norcon for 15 years he started out as a flooring assistant and quickly moved up from there to Flooring Manager. Then became Project Manager for Modernfold, then to Operations Manager. He has been in this sales position for the past year and has truly excelled.

Field Supervision

All of our crew foremen have been factory trained and certified for the products they service/install and we regularly send members of their crews for ongoing training as the schools are available.

General Office Manager

Julie Wood is Norcon's General Office Manager. Julie is the first person people speak to when they contact Norcon and is our "can-do" person when it comes to deadlines. Julie is responsible for all office equipment, phone systems, purchasing, external office communications and everything else we forget to do or do not know how to do. Julie has been with Norcon for a short time now and has proven to be a valuable asset.

Personnel Recruitment

Norcon believes that it is well staffed internally to handle additional work, which might be generated through a contract with Mohave. We would, however, utilize such sources as our extensive industry contacts, architects, placement agencies and trade publication advertising to recruit additional personnel as required. Also, we have the unique ability to re-allocate our field installation personnel on a job-by-job basis because of our ongoing investment in cross training.

When Norcon initially made a commitment to maintaining our own installation/service crews, we were unsure whether we could keep them all busy on a year-around basis. To offset our risk of overhead, we invested in cross-training our field staff so that a slow-down in one part of our business might be offset by ongoing work in another area. This has given us great flexibility and is now one of our primary strengths.

In addition to our own crews, we have also invested in training a few select subcontract companies and we are well situated to handle a large volume of work as a result.

Primary Vendor Information – Qualification and Experience
IFB 16G-0624 Door, Locking System, Door Hardware and Operable Walls

3. Certificate of Insurance (See Attached Pages)

4. Financial Qualifications & Letters (See Attached Pages)

5. Limitations

Norcon has unlimited ability to sell to all Mohave member types.

6. Ownership

Norcon is not a minority owned company.

**Primary Vendor Information – Qualifications and Experience
(Place after Tab 2b & 2d – 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. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
 - A short narrative description of what you are offering for this contract.
 - A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
 - 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.
 - Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are a bona fide dealer for the products/services in the bid, or if you are a producer/publisher/manufacturer of the products/services in the bid.

2. **Place after Tab 2b:** 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). 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 shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure minority owned businesses are awarded contracts, as the funding sources of our members vary.*

3. **Place after Tab 2b:** 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 similar 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

4. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

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

5. **Place after Tab 2b:** Provide copy of current Arizona contractor's licenses held by your company.

GLENDALE COMMUNITY COLLEGE

A Maricopa Community College

June 23, 2016

Re: Letter of Reference – Norcon Industries, Inc.

To whom it may concern:

This letter is written as a request from Norcon Industries, Inc. in their pursuit of award under Mohave's IFB 16G-0624.

For over six years, Glendale Community College has routinely relied on the Mohave services of Norcon Industries, for Modernfold products. Services included installation, hardware replacement and repair, finish material repair, and lubrication and adjustment of panels and pass doors within our Life Sciences, Public Safety Sciences, and Student Union Buildings.

Norcon's response was timely, and they were able to accommodate our often complex schedule. Their employees displayed professionalism, and produced quality workmanship.

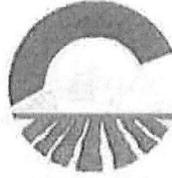
Regards,



Jeff Glomba
Facilities Coordinator



6000 W. Olive Avenue • Glendale, AZ 85302-3080
Phone 623.845.3000 • Fax 623.845.3329 • www.gocaz.edu



Chandler Arizona
Where Values Make The Difference

June 23, 2016

Re: Letter of Reference – Norcon Industries, Inc.

To whom it may concern:

This letter is written as a request from Norcon Industries, Inc. in their pursuit of award under Mohave's IFB 16G-0624. We have called on the Mohave services of Norcon Industries, numerous times for Modernfold products and services. They have installed new partition doors at our Chandler Community Center and Senior Center. They have made modifications to the doors at our main library. They have always communicated well their schedule for install and rarely have come back to us for additional charges. They are prompted in request for service and warranty work. As a city we use the Mohave contract for these services and would not hesitate to continue to use Norcon for our Modernfold doors.

I am happy to answer any additional questions that you may have. I can be reached at (480) 782-2759

Regards,

Kris Kircher
Facility Maintenance Manager
City of Chandler



Mailing Address
Mail Stop 906
PO Box 4008
Chandler, Arizona 85244-4008

Building & Facilities Division
City Managers Office
Telephone (480) 782-2500
Fax (480) 782-2560
Web www.chandleraz.gov

Location
650 East Ryan Road
Chandler, Arizona 85286



Arizona School for the Arts

1410 N. 3rd. Street
Phoenix, AZ 85004

June 23, 2016

Re: Letter of Reference – Norcon Industries, Inc.

To whom it may concern:

This letter is written as a request from Norcon Industries, Inc. in their pursuit of award under Mohave's IFB 16G-0624.

We have called on the Mohave services of Norcon Industries, numerous times for Modernfold products and services since 2011. They have repaired or installed Modernfold wall partitions in our various campus buildings during these past years. Their front office staff and service staff have been prompt and courteous in handling our needs. They continue to be our preferred vendor for preventative maintenance service on our five Modernfold wall partitions every year.

Regards,

A handwritten signature in black ink that reads 'Galen Waterson'. The signature is written in a cursive, flowing style.

Galen Waterson
Facilities Director
Arizona School for the Arts

Administrative Office:

1410 North 3rd Street, Phoenix, AZ 85004
602.257.1444 • 602.252.7795 (Fax) • www.goasa.org

IMPORTANT NOTICE
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS.
[SEE A.R.S. § 32-1154(A)(18) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.
[SEE A.R.S. § 32-1161.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-6-110]

Norcon Industries Inc
Marston's Relocatable Buildings
5412 E Calle Cerrito
Guadalupe, AZ 85283-1001

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH 12/31/2016
STATE OF ARIZONA



Registrar of Contractors CERTIFIES THAT
Norcon Industries Inc

Marston's Relocatable Buildings

CONTRACTORS LICENSE NO 88670 CLASS B-1

General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mendell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

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

Pricing Methodology Description

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

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

Our pricing is typically based on field visits to a school site. Norcon's field manager will take

measurements, analyze the structures, produce a field report with drawing for our estimating

department.

Volume Discount Description

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

Modernfold is a custom product and typically panels are not purchase in bulk. Therefor no volume

discount is offered.

Quick Pay Discount

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

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

Acceptance of Pcards for Payment

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

**Pricing Information – Mobilization, Travel Description and
Bond Methodology (Place after Tab 3c)**

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.)

Additional mobilization charge applies for 2nd mobilization or additional trucks or when additional

trips are required. Initial mobilization is included in the initial price.

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 to 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.

All costs of materials, installation labor, freight, travel, per diem, etc. are added together to determine the

pre-tax lump sum cost of the installed products. Applicable sales tax is then calculated and added to the

pre-tax lump sum costs of the installed products. If the total combined sum of installed products plus

sales tax exceeds \$100,000.00 then a bond fee equal to one (1%) percent of the total cost, inclusive of

applicable sales tax, is added to determine the final cost to be charged to the member.

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

1. Contact information for firm's headquarters:

Physical Address 5412 E. Calle Cerritos, Guadalupe, AZ 85283
Mail Address, if different P.O. Box 61988 Phoenix, AZ 85082-1988
Main Phone Number 480-839-2324
Website www.norconindustries.net

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

Physical Address same as above
Mail Address, if different _____
Main Phone Number _____
Website, if different _____

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

3. Contact information for purchase orders:

Physical Address 5412 E. Calle Cerritos, Guadalupe, AZ 85283
Email Address tim@norconindustries.net
Attention of Tim Norris

4. Payment remittance address 5412 E. Calle Cerritos, Guadalupe, AZ 85283

Attn: Accounts Receivable
City Guadalupe State AZ Zip 85283
Telephone (invoice questions) 480-839-2324

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-396689 E

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

If yes, please check one:

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

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

We bill at the current rate per state, city and county tax. Rate change depending upon
which city and county we provide work.

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

6. Contacts for Mohave:

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

Title Vice President Email address tim@norconindustries.net
Phone number 480-839-2324 Fax 480-839-2281

Contract Administrator contact: Jennifer Spadafora
(Shall be the main point of contact for contract information requests.)

Title Contract Admin Email address jennifers@norconindustries.net
Phone number same Fax same

Accounting contact: Tracy Dey
(Shall be the main point of contact for accounting issues.)

Title Accounts Receivable Email address tracyd@norconindustries.net
Phone number same Fax same

Open Order/Status Report contact: Tracy Dey
(Shall be the main point of contact regarding open orders and status reports.)

Title Accounts Receivable Email address tracyd@norconindustries.net
Phone number same Fax same

Audit contact: Tracy Dey
(Shall be the main point of contact for audit requests and clarifications.)

Title Accounts Receivable Email address tracyd@norconindustries.net
Phone number same Fax same

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

Title Accounts Receivable Email address tracyd@norconindustries.net
Phone number same Fax same

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

Title Assistant to VP Email address nancic@norconindustries.net
Phone number same Fax same

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

Title Assistant to VP Email address nancic@norconindustries.net
Phone number same Fax same

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

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

Do you provide warranty and maintenance for the items in the 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.

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

We provide maintenance plans on a per job basis as requested by the owner / member.

Pricing is per labor rate.

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.

Norcon Industries, Inc.: 5412 E. Calle Cerritos, Guadalupe, AZ 85283

Pete Willman - petew@norconindustries.net

480-839-2324

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

480-839-2324

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

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

20%

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

We respond to the call in 24 hours with a phone call and 48 hours to be on site.

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

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

Yes No

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

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

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

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

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

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

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

We provide maintenance plans on a per job basis as requested by the owner / member. Pricing is per

labor rate.

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

[Work Orders]

See following pages (to be attached subsequent to execution).