

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SHADE N NET OF ARIZONA, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of November 8, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Shade N Net of Arizona, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 16D-SHADE-0401, dated April 1, 2016, as amended by that Agreement to Amend, dated June 14, 2016, and that Agreement to Amend, dated September 6, 2016 (collectively, the "Mohave Contract"), for the Contractor to provide pre-engineered fabric shade structures. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

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

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with the purchase and installation of pre-engineered fabric shade structures, 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 March 31, 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 two 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. 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 \$9,999.00 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 \$29,997.00.

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," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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:       Shade N Net of Arizona, Inc.  
5711 West Washington Street  
Phoenix, Arizona 85043  
Attn: Dean Swingle

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]



**“Contractor”**

SHADE N NET OF ARIZONA, INC.,  
an Arizona corporation

By: 

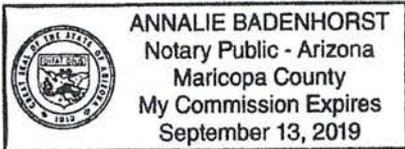
Name: Rudy Martinez

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On November 8<sup>th</sup>, 2016, before me personally appeared Rudy  
Martinez, the President of SHADE N NET OF ARIZONA,  
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.



(Affix notary seal here)

  
Notary Public

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

[Mohave Contract]

See following pages.



Mohave Contract  
16D-SHADE-0401

Shade 'N Net of Arizona, Inc.  
Via Email

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel."

The Terms and Conditions of your contract have been modified as follows:

**6. CERTIFICATION**

By signing the amendment below, bidder certifies the following:

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

A handwritten signature in black ink, appearing to read "Annalie Badenhorst".

Annalie Badenhorst  
Shade 'N Net of Arizona, Inc.

Dated 9/6/16

A handwritten signature in black ink, appearing to read "Anita McLemore".

Dated September 6, 2016  
Anita McLemore, Interim Executive Director  
Mohave Educational Services Cooperative, Inc.



Mohave Contract  
16D-SHADE-0401

Shade 'N Net of Arizona, Inc.  
Via Email

June 14, 2016

**Agreement To Amend The Standard Terms And Conditions for Construction; Performance And Payment Bonds**

Mohave Educational Services Cooperative, Inc.'s (Mohave) previous contract requirements for payment and performance bonding included reference to statute, title, and/or rules, and specific vendor actions, and acknowledgment from the member when waiving performance and payment bonding. However, these requirements may not be applicable to all members. This amendment replaces the previous requirements in the Special Terms and Conditions regarding issuing performance and payment bonds. The Special Terms and Conditions have been modified as follows:

**12 . PERFORMANCE AND PAYMENT BONDS**

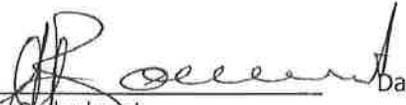
**12.1. Issuing performance and payment bonds:** It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment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

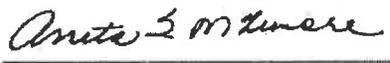
The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be canceled.

**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.

This agreement shall be effective July 1, 2016. Signature below indicates agreement to modifications as listed above.

 Dated 6/28/16  
Annalie Badenhorst  
Shade 'N Net of Arizona, Inc.

 Dated June 14, 2016  
Anita McLemore, Interim Executive Director  
Mohave Educational Services Cooperative, Inc.



**NOTIFICATION OF AWARD LETTER**

March 28, 2016

**Sent this day via email to [Rudy@Shade-N-Net.com](mailto:Rudy@Shade-N-Net.com)**

Rudy Martinez, Jr., President  
Shade 'N Net of Arizona, Inc.  
5711 W. Washington St.  
Phoenix, AZ 85043

Congratulations, Shade 'N Net of Arizona, Inc.'s response has been awarded a contract under IFB 16D-0304. 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 Shade 'N Net of Arizona, 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](mailto: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 reviews 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 16D-0304 shall be made available for public inspection on March 31, 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](mailto:mike@mesc.org).

**Your contract number is 16D-SHADE-0401 and will take effect on April 1, 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.

Michael R. Nentwig  
Contract Specialist I

## NOTES ON AWARD FOR: Shade 'N Net of Arizona, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to ([service.mesc.org/PVF/plist.php](http://service.mesc.org/PVF/plist.php)) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #16D-SHADE-0401.
- Send requests for pricing updates to Michael Carter – [michael@mesc.org](mailto:michael@mesc.org).
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
  1. Member forwards purchase orders to Mohave. Vendor is Shade 'N Net of Arizona, Inc.
  2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Shade 'N Net of Arizona, Inc.
  3. Shade 'N Net of Arizona, Inc. provides product/services.
  4. Shade 'N Net of Arizona, Inc. invoices member.
  5. Member pays Shade 'N Net of Arizona, Inc.
  6. Shade 'N Net of Arizona, Inc. sends Usage and Reconciliation Report to Mohave.
  7. Shade 'N Net of Arizona, Inc. remits administration fee monthly, based on invoices paid.
  8. Mohave audits selected purchases.

### REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 15N-SHADE-0105.**
- If no invoices were paid under the contract in the previous month, you may send an email to [adminreport@mesc.org](mailto:adminreport@mesc.org) advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
  - Line item purchase orders that remain open under 15N-SHADE-0105 should be reported on 15N-SHADE-0105 reconciliation reports.
  - Blanket purchase order invoices with a ship date prior to, or on March 31, 2016 should be reported on the 15N-SHADE-0105 reconciliation reports.
  - New purchase orders issued under the 16D-SHADE-0401 contract should be reported under 16D-SHADE-0401 reconciliation reports.
  - Blanket purchase order invoices with a ship date after March 31, 2016 should be reported on the 16D-SHADE-0401 reconciliation reports.
- Administration fee payments should be mailed to:

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

**NOTES ON AWARD FOR: Shade 'N Net of Arizona, Inc.**

- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to April 1, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before April 1, 2016. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until April 1, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to April 1, 2016 **is a violation of the contract.** Please ensure that your staff is aware of the effective date April 1, 2016, in order to avoid contract confusion.
- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website ([www.mesc.org](http://www.mesc.org)) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to [mike@mesc.org](mailto:mike@mesc.org) no later than March 31, 2016.**



## **INVITATION FOR BID 16D-0304**

### **Pre-engineered Fabric Shade Structures**

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for Pre-engineered Fabric Shade Structures.

**Due Date and Time: March 4, 2016 at 3:00 p.m. (local Arizona time)**

**Pre-bid Conference: Tuesday, February 16, 2016 at 9:00 a.m. (local Arizona time)**  
**WebEx Conference Call – Audio Only**  
**For login information contact Mike Nentwig,**  
**no later than Friday February 12, 2016.**

**Last Day For Questions: February 26, 2016 at 5:00 p.m. (local Arizona time)**

**IFB Questions Must Be Directed To:** Mike Nentwig, Contract Specialist I  
Email: [contracts@mesc.org](mailto: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 16D-0304, 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.

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

**Publish Date: February 5, 2016**



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Click section title to be taken directly to that section.

3/31/14 EH

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

**IFB 16D-0304  
Pre-engineered Fabric Shade Structures**

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

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

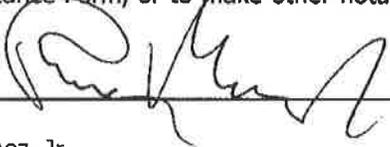
Federal Employer Identification Number 86-0805913

Company Name Shade 'N Net of Arizona, Inc.

Address 5711 W. Washington St. City Phoenix State AZ Zip 85043

Telephone Number (602) 484-7911; (800) 290-3387

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 Rudy Martinez, Jr. Title: President

Primary Email Rudy@Shade-N-Net.com Alternate email Angel@Shade-N-Net.com

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

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

**Acceptance of Bid and Contract Award (Mohave Only)**

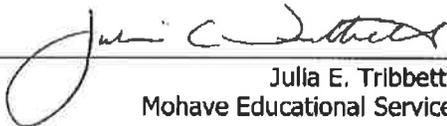
**Your Bid is Hereby Accepted:**

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 16D-SHADE-0401

Awarded this 28 day of March 2016.

This contract shall be effective this 1 day of April 2016.

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

**Amendment 1  
Invitation for Bid 16D-0304  
Pre-engineered Fabric Shade Structures**

Amendment 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders 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: RUDY MARTINEZ, PRESIDENT

Name of Firm: SHADE 'N NET

Date: 2-26-16

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

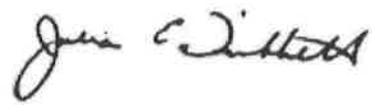
**Note:** The published due date and time of March 4, 2016 at 3:00 p.m. (local Arizona time) remains unchanged.

**PRICING WORKBOOK REVISIONS:**

- The pricing workbook was revised to breakout T-Post structure and Kite structure pricing. Kite structure pricing was further broken into single and four post pricing.
- The Triangle structure was added to the Pre-configured shape structure pricing.
- Section of the pricing workbook to annotate permit fees and explanations. The shade structure and ancillary tab will contain any permit processing fees.
- See revised pricing workbook for details.

All questions regarding Invitation for Bid 16D-0304 should be directed to:

Mike Nentwig, Contract Specialist I  
Email: [contracts@mesc.org](mailto:contracts@mesc.org)  
Telephone: (928) 718-3203



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

**Publish Date: February 16, 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.

## General Terms and Conditions

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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.

**General Terms and Conditions**  
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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.

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

**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](http://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 5) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

**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.
- 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.

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

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

**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 16D-0304 Workbook titled "**16D-0304 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 16D-0304 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.

## General Terms and Conditions

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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 (j) (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.

**General Terms and Conditions**  
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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](http://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 (i) (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.

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

**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.

**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.

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**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

**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. Add specific reporting requirements as applicable to this solicitation.

**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.

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**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.

**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.

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**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 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> or 30<sup>th</sup> of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

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

**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.

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**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.

**24. PROTESTS**

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

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

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

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

**25. RIGHT TO ASSURANCE**

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

**26. 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.

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

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

**28. SUSPENSION OR DEBARMENT STATUS**

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.

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**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 Oblgee 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.

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- 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.

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**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.

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

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

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

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

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

**13. PROGRESS PAYMENTS**

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

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

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

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

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

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

### **14. PROJECT ADVERTISING**

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

### **15. PROJECT COMPLETION**

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

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

### **16. PUBLIC WORKS**

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

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

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

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

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

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**17. RETENTION**

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

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

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

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

**18. RULES, REGULATIONS AND CODES**

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

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

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

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

**19. SURETY COMPANIES**

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

**20. 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.

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

**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.

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

**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. 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.

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

- 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 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.

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

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

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

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

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

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

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

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

**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.

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

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

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

**12. SUBCONTRACTORS**

**12.1. Awarding subcontracts:** 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.

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

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

**14. WARRANTY/QUALITY GUARANTEE**

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

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

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

**14.4. Quality:** Unless otherwise specified, contract vendor warrants that for a period of two (2) years after acceptance of the equipment or materials by member, they shall be:

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

**14.5. Warranty requirements:** Contract vendor warrants that all 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.

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

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

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

*Signature on Page 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 for Pre-engineered Fabric Shade Structures, installation and repairs as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at [www.mesc.org](http://www.mesc.org). Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions.

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

Two contract vendors held Mohave's previous contract for the specified products and services, which expired January 4, 2016. Activity under the previous contract from 1/4/11 to 1/4/16 was \$3,597,461. 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.

<b>EVENT</b>	<b>ESTIMATED DATE</b>
Invitation for Bid Issued	February 5, 2016
Pre-bid Conference Held	Tuesday February 16, 2016 at 9:00 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	February 26, 2016, 2016 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	March 4, 2016 at 3:00 p.m. (local AZ time)  625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	March 4, 2016 at 3:00 p.m. (local AZ time)
Notice of Intent to Award ( <i>estimated date only</i> )	March 25, 2016
Execution of Contract(s) ( <i>estimated date only</i> )	April 1, 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 abid following information detailed in the *Instructions to Bidder and ChecklistForm*.
- 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:** Discount summary, electronic workbook and/or pricing documents, mobilization and transportation costs (travel/drive rates, airfare, car rental, mileage, lodging, M&IE) pricing methodology, bond methodology;
- 2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity:** Bid and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Standard Terms and Conditions for Construction, Scope of Work, Specifications with exceptions/deviations noted, bid bond/alternate security, bonding capacity;
- 3) Primary Vendor Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;
- 4) Supporting Contract Documents:** Completed supporting contract documents, support and maintenance information, sample supplemental agreements;
- 5) Additional Information:** Checklist form, descriptive literature and supporting printed data, manufacturer specifications, fabric specifications and additional information.

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

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

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

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

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

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

**Scope of Work and Specifications Acceptance Form  
(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 service 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 service 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 *
<b>1.1</b>	<b>General Specifications</b>		
1.1.01	Contract vendor shall provide standard and custom Pre-engineered Fabric Shade Structures in a variety of forms and shapes including, but not limited to: dome, pyramid, hexagonal, wave hip, pentagon and octagon.	X	
1.1.02	Contract vendor shall also provide shade structure repair and service.	X	
1.1.03	Contract vendor shall be responsible for the design, engineering, fabrication, supply and installation of products under an awarded contract.	X	
1.1.04	Shade structures shall meet all current applicable federal, state and local codes and standards.	X	
1.1.05	Shade structures shall be engineered to withstand minimum wind loads per current applicable International Building Codes and/or local building codes, whichever is greater. <b>Specific questions pertaining to compliance with wind load and engineering documentation requirements are found in Section 2A, question 6. See Page 12.</b>	X	
1.1.06	Shade structures and structure components shall be treated to prevent corrosion and be warrantied against structural failure.	X	
1.1.07	Shade shall be securely fastened to the ground or other appropriate structure. Structure steel components shall be bolted to or embedded in reinforced concrete footings.	X	
1.1.08	Certified welders shall complete shop and field welding in accordance with current applicable AWS standards.	X	

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

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

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

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

*Signature on page 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:

THAT, Shade 'N Net of Arizona, Inc.

(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

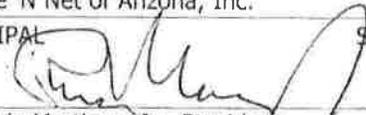
Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

Witness our hands this 15th day of February, 20 16.

Shade 'N Net of Arizona, Inc.  
PRINCIPAL  SEAL

BY Rudy Martinez, Jr., President

RLI Insurance Company  
SURETY  SEAL

BY Jeremy Polk, Attorney-in-Fact

Wells Fargo Insurance Services USA, 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:

Virginia Erickson, Jessica Hollaender, Jeremy Polk, jointly or severally

in the City of Phoenix, 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 such 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 3rd day of June, 2015.



State of Illinois }  
County of Peoria } SS

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
Roy C. Die Vice President

On this 3rd day of June, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

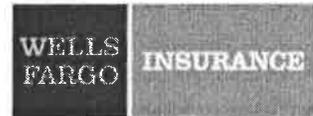
#### CERTIFICATE

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 15th day of February, 2016.

Jacqueline M. Boekler  
Jacqueline M. Boekler Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
Roy C. Die Vice President





February 15, 2016

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

Re: Bonding Capacity for Project IFC 15N-1009 Pre-engineered Fabric Shade Structures

Please be advised that surety credit of \$150,000 single project and \$350,000 aggregate bonded work is currently available for your Shade 'N Net of Arizona, Inc. The surety company is RLI Insurance Company, which is S&P rated 'A+' and AM Best rated 'A+XI'.

Please be advised that execution of any final bonds would be subject to a review of the final contract terms and conditions, including any requested bond forms and any current underwriting information needed at the time of the request. This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact me should you require any additional information.

Sincerely,

RLI Insurance Company

Jeremy Polk, Attorney-in-Fact



100 West Washington Street, 4<sup>th</sup> Floor  
Phoenix, AZ 85003-1808  
Tel: 602-528-3000  
Fax: 866-358-6878  
[www.wellsfargo.com/wfis](http://www.wellsfargo.com/wfis)

Together we'll go far



Products and services are offered through Wells Fargo Insurance Services USA, Inc., and Wells Fargo Insurance Services of West Virginia, Inc., nonbank insurance agency affiliates of Wells Fargo & Company.

Products and services are underwritten by unaffiliated insurance companies, except crop and food insurance which may be underwritten by their affiliates, Rural Community Insurance Company. Some services may require additional fees and may be offered directly through third party providers. Banking and insurance decisions are made independently and do not influence each other.



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

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Virginia Erickson, Jessica Hollaender, Jeremy Polk, jointly or severally

in the City of Phoenix, 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.

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"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 such 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 3rd day of June, 2015.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die Vice President

State of Illinois } SS  
County of Peoria }

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Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



#### 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 15th day of February, 2016.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die Vice President

**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. Any other value-added services that may benefit members. Provide specific information;
  - e. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
  - f. 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  No

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

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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?

Answer: The only work we subcontract out would be crane rental and its operator.

---

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

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

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	2%	All	All
Cochise	0%	All	All
Coconino	2%	All	All
Gila	5%	All	All
Graham	0%	All	All
Greenlee	0%	All	All
La Paz	0%	All	All
Maricopa	70%	All	All
Mohave	5%	All	All
Navajo	5%	All	All
Pima	5%	All	All
Pinal	1%	All	All
Santa Cruz	0%	All	All
Yavapai	0%	All	All
Yuma	5%	All	All

5. 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?

Answer: The only work we subcontract out would be crane rental and its operator.

\*Duplicate question, See #3 above.\*

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

6. The 2015 International Building Code (IBC) provides a definition in Chapter 2, Definitions for a Tensile Membrane Structure (e.g. Shade Structure), as being *"A membrane structure having a shape that is determined by tension in the membrane and the geometry of the support structure. Typically, the structure consists of both flexible elements (e.g. membrane and cables), nonflexible elements (e.g. struts, masts, beams and arches) and the anchorage (e.g. supports and foundations)."* These structures are further defined in IBC Chapter 16, Table 1604.5 to be classified as Risk Category Type II buildings or other structures. The ultimate design wind speeds for Risk Category II buildings and other structures are shown in Figure 1609.3(1). Provide answers and evidence that the shade structures being provided in your bid meet the following requirements:

- a. At a minimum, entire shade structure can withstand a 3-second wind gust speed of 115 MPH.
- b. Your sealed engineering drawings provide the minimal information required in IBC Chapter 16, Section 1603 Construction Documents.

Please see following pages for signed letter from our structural engineer, answering these items.

Also, find a set of Sealed Engineering Calculations and drawings as evidence.

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LET US PROTECT WHAT IS IMPORTANT TO YOU

*Shade 'N Net*

## **IFB 16D-0304 SUPPLEMENTAL INFORMATION – METHOD OF APPROACH PROJECT PLAN**

1. Shade 'N Net already has years of experience with fulfilling the shade needs of Mohave members. We plan to continue working closely with Mohave members to understand their purposes for shade and fulfill those needs with our best recommendations and quality workmanship and products.

At Shade 'N Net, there are 3 internal personnel who specifically target our Mohave members. We employ Annalie Badenhorst in our accounting department to stay on top of accounting for Mohave members along with their invoicing and collections. Next, we have Angel Elder who oversees any maintenance on the structures if necessary and manages personnel. Third, Rudy Martinez oversees all salesmen and reviews pricing. All projects that are submitted for quote, orders that are placed and the accounting/billing of each, is given special attention.

We are proud to say that our Sales Team communicates extensively with our Mohave members on an almost daily basis currently. Mohave Members have full access to our sales teams' cell phone numbers for quickest response time. Rudy is consulted regularly on pricing to double check the best possible pricing and accurate pricing is provided to members. Once per month, Annalie goes through Open Orders Report and reviews with Rudy.

Delivery time is usually around 4 weeks for manufacturing to occur. When City Permits are required, the lead time becomes more like 6-8 weeks in advance. Shade 'N Net has no control over municipal delays and therefore timing for those projects cannot be controlled.

As for our value-added services, we utilize an internal quality control program that ensures that all products delivered and installed at Mohave members' locations are up to all local code requirements, are engineer-designed, and installed by factory-employed professional installation crews.

All of the products that we offer are part of this bid. However, if any item were to be excluded from the list upon awarding the contract, the Shade 'N Net management team would take every precaution to ensure that all sales staff is fully aware of the item excluded. The sales team will also make sure to educate any potential participants who are not already part of the Mohave Cooperative, about the Mohave contract as an option and take every step possible to ensure they understand the pricing difference. The sales team will make sure Mohave pricing is quoted only to members when potential buyers are requesting estimates and pricing.

FJS Engineering  
4235 E Woodland Drive  
Phoenix, AZ 85048  
Tel 602.888.7053  
contact@fjsengineering.com  
www.fjsengineering.com



February 24, 2016

RE: Responses to Proposal Questions

To Whom It May Concern –

The purpose of this letter is to provide responses to Request for Proposal (RFP) questions regarding design wind speed and IBC-required information in engineering drawings as related to shade structures.

Statements from the RFP and questions are provided below, with responses provided in bold:

The 2015 International Building Code (IBC) provides a definition in Chapter 2, Definitions for a Tensile Membrane Structure (e.g. Shade Structure), as being *"A membrane structure having a shape that is determined by tension in the membrane and the geometry of the support structure. Typically, the structure consists of both flexible elements (e.g. membrane and cables), nonflexible elements (e.g. struts, masts, beams and arches) and the anchorage (e.g. supports and foundations)."* These structures are further defined in IBC Chapter 16, Table 1604.5 to be classified as Risk Category Type II buildings or other structures. The ultimate design wind speeds for Risk Category II buildings and other structures are shown in Figure 1609.3(1). Provide answers and evidence that the shade structures being provided in your bid meet the following requirements:

- a. At a minimum, entire shade structure can withstand a 3-second wind gust speed of 115 MPH.

**All shade structures are designed in accordance with IBC 2015 and the American Society of Civil Engineers (ASCE) Standard 7-10 for a 3-second wind gust speed of 115 MPH. Net pressure coefficients are applied in accordance with ASCE 7-10 Figures 27.4-4 and 27.4-5 for Open Buildings.**

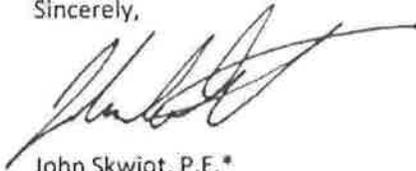
- b. Your sealed engineering drawings provide the minimal information required in IBC Chapter 16, Section 1603 Construction Documents.

**The sealed engineering drawings provide the following information, in accordance with IBC Section 1603:**

- a. **Live loads (roof in this case)**
- b. **Snow loads:**
  - i. **Ground snow load**
  - ii. **Flat-roof snow load**
  - iii. **Snow exposure factor**
  - iv. **Snow load Importance factor**
  - v. **Thermal factor**
- c. **Wind loads:**
  - i. **Ultimate design wind speed**
  - ii. **Risk category**
  - iii. **Wind exposure**

- iv. Internal pressure coefficient (if applicable)
- d. Seismic design data:
  - i. Risk category.
  - ii. Seismic importance factor.
  - iii. Mapped spectral response acceleration parameters
  - iv. Site class.
  - v. Design spectral response acceleration parameters
  - vi. Seismic design category.
  - vii. Basic seismic force-resisting system
  - viii. Design base shear
  - ix. Seismic response coefficient
  - x. Response modification coefficient
  - xi. Analysis procedure used.
- e. Flood design data (if applicable)
- f. Design load-bearing value of soils

Sincerely,



John Skwiot, P.E.\*  
FJS Engineering

\*Licensed in:

Arizona	#47808
California	#76241
Colorado	#43709
Florida	#78805
Minnesota	#46853
Nevada	#20561
New Mexico	#19502
New York	#96112
North Carolina	#43002
Pennsylvania	#83305
Texas	#104240
Utah	#9560079

# CALCULATIONS FOR LYONS GATE

## HIP ROOF SHADE STRUCTURE

3064 E. FRANKLIN AVE.

GILBERT, AZ 85259

January 5, 2016

Sample  
Copy

Total page count = 34 (including cover)

Page included:

- Wind Calculations
- Cable Calculations
- Base Plate Calculations
- Drilled Pier Calculations
- Model Overview
- Hoop Maximum Moment Values
- Hoop Unity Values
- Hoop Output Summary
- Column Loading
- Column Maximum Moment
- Column Selection



## WIND CALCULATIONS

# Lyons Gate - Franklin

## Wind Load Calculations

### References:

American Society of Civil Engineers (ASCE). "Minimum Design Loads for Buildings and Other Structures", Version 7-10.

### Input data:

Basic Wind Speed (ASCE 7-10 Figure 26.5-1A)    Occupancy Category    Surface Roughness Category

$V = 115$  mph

II

B

Wind Directionality Factor (ASCE 7-10 Table 26.6-1)

$K_d = 0.85$

Enclosure Type

Open

Exposure Category

B

Topographic Factor (ASCE 7-10 Section 26.8.2)

$K_{zt} = 1.0$

Velocity Pressure Coefficient (ASCE 7-10 Table 27.3-1)

$K_z = 0.62$

Gust Effect Factor (ASCE 7-10 Section 26.9.1)

$G = 0.85$

### Case A:

Net Pressure Coefficient (Windward Roof Half - ASCE 7-10 Figure 27.4-4)

$C_{N\_ww\_roof} = 1.1$

Net Pressure Coefficient (Leeward Roof Half - ASCE 7-10 Figure 27.4-4)

$C_{N\_lw\_roof} = -0.3$

Velocity pressure

$$q_z = 0.00256 K_z K_{zt} K_d V^2 = 17.84 \text{ psf}$$

### Roof

Windward design wind pressure

$$p_{pos} = 1.0 \cdot q_z \cdot G \cdot C_{N\_ww\_roof} = 16.7 \text{ psf}$$

Leeward design wind pressure

$$p_{neg} = 1.0 \cdot q_z \cdot G \cdot C_{N\_lw\_roof} = -4.5497 \text{ psf}$$

Use 17 psf design windward pressure for roof

Use -8 psf design leeward pressure for roof

Case B:

Net Pressure Coefficient (Windward Roof Half - ASCE 7-10 Figure 27.4-4)

$$C_{N\_ww\_roof} = 0.2$$

Net Pressure Coefficient (Leeward Roof Half - ASCE 7-10 Figure 27.4-4)

$$C_{N\_lw\_roof} = -1.1$$

Velocity pressure

$$q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2 = 17.84 \text{ psf}$$

Roof

Windward design wind pressure

$$p_{pos} = 1.0 \cdot q_z \cdot G \cdot C_{N\_ww\_roof} = 3 \text{ psf}$$

Leeward design wind pressure

$$p_{neg} = 1.0 \cdot q_z \cdot G \cdot C_{N\_lw\_roof} = -16.6824 \text{ psf}$$

Use 8 psf design windward pressure for roof

Use -17 psf design leeward pressure for roof

## CABLE CALCULATIONS

# Lyons Gate - Franklin

## Cable Calculations

### References:

Hibbeler, R.C. "Structural Analysis", Seventh Edition, Pearson, 2009.

### Input data:

Horizontal span

$$l_{\text{span}} = 45 \text{ ft}$$

Tributary area

$$A_{\text{trib}} = 209 \text{ ft}^2$$

Maximum wind loading

$$p_{\text{wind}} = 17 \text{ psf}$$

Cable Sag

$$s_{\text{cable}} = 4.0 \text{ ft}$$

Wind Load Factor

$$f_{\text{wind}} = 1.0$$

Uniform wind load on cable

$$w_{\text{wind}} = \frac{A_{\text{trib}} \cdot p_{\text{wind}}}{l_{\text{span}}} \cdot f_{\text{wind}} = 79 \frac{\text{lb}}{\text{ft}}$$

Cable breaking strength

$$\text{Str}_{\text{cable}} = 8000 \text{ lbs}$$

---

### Cable Loading

Calculated cable tension

$$H_{\text{cable}} = \frac{\frac{w_{\text{wind}} \cdot l_{\text{span}}^2}{8 \cdot s_{\text{cable}}}}{1000} = 5 \text{ kips}$$

Force at cable support ends (design strength)

$$F_{\text{support}} = \frac{\sqrt{(H_{\text{cable}} \cdot 1000)^2 + \left(\frac{w_{\text{wind}} \cdot f_{\text{wind}} \cdot l_{\text{span}}}{2}\right)^2}}{1000} = 5.3 \text{ kips}$$

Allowable cable strength

$$F_{\text{allow}} = \frac{\text{Str}_{\text{cable}} \cdot 0.75}{1000} = 6 \text{ kips}$$

Input data:

Horizontal span

$$l_{\text{span}} = 41 \text{ ft}$$

Tributary area

$$A_{\text{trib}} = 191 \text{ ft}^2$$

Cable Sag

$$s_{\text{cable}} = 4.0 \text{ ft}$$

Wind Load Factor

$$f_{\text{wind}} = 1.0$$

Uniform wind load on cable

$$w_{\text{wind}} = \frac{A_{\text{trib}} \cdot p_{\text{wind}} \cdot f_{\text{wind}}}{l_{\text{span}}} = 79.2 \frac{\text{lb}}{\text{ft}}$$

Cable breaking strength

$$\text{Str}_{\text{cable}} = 8000 \text{ lbs}$$

---

Cable Loading

Calculated cable tension

$$H_{\text{cable}} = \frac{\frac{w_{\text{wind}} l_{\text{span}}^2}{8 \cdot s_{\text{cable}}}}{1000} = 4.16 \text{ kips}$$

Force at cable support ends (design strength)

$$F_{\text{support}} = \frac{\sqrt{\left(H_{\text{cable}} \cdot 1000\right)^2 + \left(\frac{w_{\text{wind}} \cdot f_{\text{wind}} \cdot l_{\text{span}}}{2}\right)^2}}{1000} = 4.47 \text{ kips}$$

Allowable cable strength

$$F_{\text{allow}} = \frac{\text{Str}_{\text{cable}} \cdot .75}{1000} = 6 \text{ kips}$$

Input data:

Horizontal span

$$l_{\text{span}} = 29 \text{ ft}$$

Tributary area

$$A_{\text{trib}} = 109 \text{ ft}^2$$

Cable Sag

$$s_{\text{cable}} = 3.0 \text{ ft}$$

Wind Load Factor

$$f_{\text{wind}} = 1.0$$

Uniform wind load on cable

$$w_{\text{wind}} = \frac{A_{\text{trib}} \cdot p_{\text{wind}}}{l_{\text{span}}} \quad f_{\text{wind}} = 63.9 \frac{\text{lb}}{\text{ft}}$$

Cable breaking strength

$$\text{Str}_{\text{cable}} = 8000 \text{ lbs}$$

---

Cable Loading

Calculated cable tension

$$H_{\text{cable}} = \frac{w_{\text{wind}} l_{\text{span}}^2}{8 \cdot s_{\text{cable}}} = 2.24 \text{ kips}$$

Force at cable support ends (design strength)

$$F_{\text{support}} = \frac{\sqrt{(H_{\text{cable}} \cdot 1000)^2 + \left(\frac{w_{\text{wind}} \cdot f_{\text{wind}} \cdot l_{\text{span}}}{2}\right)^2}}{1000} = 2.42 \text{ kips}$$

Allowable cable strength

$$F_{\text{allow}} = \frac{\text{Str}_{\text{cable}} \cdot .75}{1000} = 6 \text{ kips}$$

Input data:

Horizontal span

$$l_{\text{span}} = 27 \text{ ft}$$

Tributary area

$$A_{\text{trib}} = 71 \text{ ft}^2$$

Cable Sag

$$s_{\text{cable}} = 3.0 \text{ ft}$$

Wind Load Factor

$$f_{\text{wind}} = 1.0$$

Uniform wind load on cable

$$w_{\text{wind}} = \frac{A_{\text{trib}} \cdot p_{\text{wind}}}{l_{\text{span}}} \cdot f_{\text{wind}} = 44.7 \frac{\text{lb}}{\text{ft}}$$

Cable breaking strength

$$\text{Str}_{\text{cable}} = 8000 \text{ lbs}$$

---

Cable Loading

Calculated cable tension

$$H_{\text{cable}} = \frac{w_{\text{wind}} \cdot l_{\text{span}}^2}{8 \cdot s_{\text{cable}}} = 1.36 \text{ kips}$$

Force at cable support ends (design strength)

$$F_{\text{support}} = \frac{\sqrt{(H_{\text{cable}} \cdot 1000)^2 + \left(\frac{w_{\text{wind}} \cdot f_{\text{wind}} \cdot l_{\text{span}}}{2}\right)^2}}{1000} = 1.49 \text{ kips}$$

Allowable cable strength

$$F_{\text{allow}} = \frac{\text{Str}_{\text{cable}} \cdot 0.75}{1000} = 6 \text{ kips}$$

Allowable strength > design strength ---> OK

Use 9/32" dia. minimum cable

## BASE PLATE CALCULATIONS

# Lyons Gate - Franklin

## Base Plate Calculations

### References:

Blodgett, Omer. "Design of Welded Structures". James E. Lincoln Arc Welding Foundation. 1966.

American Institute of Steel Construction. "Base Plate and Anchor Rod Design", Second Edition. 2006.

### Input data:

Plate Area

$$A_{\text{plate}} = 225 \text{ in}^2$$

Column width

$$d_{\text{column}} = 7 \text{ in}$$

Ultimate Axial Load

$$P_u = 4.8 \text{ kips}$$

Steel plate yield strength

$$F_y = 36 \text{ ksi}$$

Design moment (based on resultant of cable forces at top of column)

$$M_{\text{design}} = 432 \text{ in-kips}$$

Bolt edge distance

$$D_{\text{bolt}} = 1.5 \text{ in}$$

Plate width

$$b_{\text{plate}} = 15 \text{ in}$$

Allowable stress on concrete

$$F_p = 3.06 \text{ ksi}$$

Bolt diameter

$$DIA_{\text{bolt}} = 0.75 \text{ in}$$

Bolt tensile strength

$$F_u = 60 \text{ ksi}$$

Number of anchor bolts on one side of plate

$$N_{\text{bolt}} = 2$$

Area of concrete support

$$A_{\text{conc}} = 706 \text{ in}^2$$

Column wall thickness

$$t_f = 0.25 \text{ in}$$

Concrete compressive strength

$$f'_c = 2.5 \text{ ksi}$$

Stiffener length

$$L_{\text{st}} = 2 \text{ in}$$

Column yield strength

$$F_{yc} = 46 \text{ ksi}$$

Stiffener height

$$d_{\text{st}} = 2 \text{ in}$$

Plate width to corner from column

$$d_{\text{pmb}} = \left( \frac{b_{\text{plate}} - d_{\text{column}}}{2} \right) \cdot 1.4 = 5.6 \text{ in}$$

Distance from column to bolts

$$d_{\text{ctb}} = d_{\text{pmb}} - 2.12 = 3.48 \text{ in}$$

Stiffener thickness

$$t_g = 0.375 \text{ in}$$

Distance from stiffener to plate edge

$$D_{\text{stf}} = 1.5 \text{ in}$$

Offset of stiffener end from side of column

$$d_{\text{stf}} = 2 \text{ in}$$

### Calculated Values:

Load eccentricity

$$e_{\text{load}} = \frac{M_{\text{design}}}{P_u} = 90 \text{ in}$$

Distance from bolt to opposite plate edge

$$N' = 1 \cdot b_{\text{plate}} - D_{\text{bolt}} = 13.5 \text{ in}$$

Maximum bearing stress

$$f_{pmax} = 0.65 \cdot 0.85 \cdot f'_c \cdot \sqrt{\frac{A_{conc}}{A_{plate}}} = 2.45 \text{ ksi}$$

Maximum bearing pressure

$$q_{max} = f_{pmax} \cdot b_{plate} = 36.7 \frac{\text{kips}}{\text{in}}$$

Critical eccentricity

$$e_{crit} = \frac{b_{plate}}{2} - \frac{P_u}{2 \cdot q_{max}} = 7.43 \text{ in}$$

Distance from center of plate to bolt

$$f = \frac{b_{plate}}{2} - D_{bolt} = 6 \text{ in}$$

Area provided

$$A_{check1} = \left( f + \frac{b_{plate}}{2} \right)^2 = 182.25 \text{ in}^2$$

Area required

$$A_{check2} = \frac{2 \cdot P_u \cdot (e_{load} + f)}{q_{max}} = 25.11 \text{ in}^2$$

Area required < Provided ---> OK

Bearing area - Calculation #1

$$Y_1 = \left( f + \frac{b_{plate}}{2} \right) + \sqrt{\left( \left( f + \frac{b_{plate}}{2} \right)^2 - \frac{2 \cdot P_u \cdot (e_{load} + f)}{q_{max}} \right)} = 26.04 \text{ in}$$

Bearing area - Calculation #2

$$Y_2 = \left( f + \frac{b_{plate}}{2} \right) - \sqrt{\left( \left( f + \frac{b_{plate}}{2} \right)^2 - \frac{2 \cdot P_u \cdot (e_{load} + f)}{q_{max}} \right)} = 0.96 \text{ in}$$

Anchor rod tension

$$T_{u\_main} = q_{max} \cdot Y_2 - P_u = 30.6 \text{ kips}$$

Cantilever dimension #1

$$m = \frac{b_{plate} - 0.95 \cdot (d_{column} + d_{stf})}{2} = 3.23 \text{ in}$$

Bracket shear

$$V_{gus} = 1.0 \cdot \frac{M_{design}}{0.5 \cdot (d_{column}) + d_{ctb}} = 61.8911 \text{ kips}$$

Required plate thickness (Check #1)

$$t_{p\_req1} = 1.49 \sqrt{\frac{f_{pmax} \cdot Y_2 \left( m - \frac{Y_2}{2} \right)}{F_y}} = 0.63 \text{ in}$$

Cantilever dimension #2

$$x = \frac{b_{plate}}{2} - \frac{d_{column} + 1 \cdot d_{stf}}{2} + \frac{t_f}{2} - D_{bolt} = 1.62 \text{ in}$$

Required plate thickness (Check #2)

$$t_{p\_req2} = 2.11 \sqrt{\frac{T_{u\ main} \cdot x}{b_{plate} \cdot E_y}} = 0.64 \text{ in}$$

Cantilever dimension #3

$$n = \frac{b_{plate} - 0.8 \cdot (d_{column} + 2 \cdot d_{stf})}{2} = 3.1 \text{ in}$$

Required plate thickness (Check #3)

$$t_{p\_req3} = 1.49 \sqrt{\frac{f_{pmax} \cdot Y_2 \left( n - \frac{Y_2}{2} \right)}{F_y}} = 0.62 \text{ in}$$

Use 0.75 inch or greater plate thickness

Selected plate thickness

$$t_{plate} = 0.75 \text{ in}$$

Distance from bottom fiber to centroid

$$c_b = 0.46 \text{ in}$$

Distance from top fiber to centroid

$$c_y = 2.29 \text{ in}$$

Moment of inertia

$$I_y = 210.9 \text{ in}^4$$

Bending stress in bottom of section

$$\sigma_b = \frac{M_{design} \cdot 1000 \cdot c_b}{I_y} = 942.2475 \text{ psi}$$

Bending stress in top of section

$$\sigma_t = \frac{M_{design} \cdot 1000 \cdot c_y}{I_y} = 4690.7539 \text{ psi}$$

Maximum shear force at neutral axis

$$f_1 = \frac{V_{gus} \cdot 1000 \cdot \left( 2 \cdot t_g \cdot c_y \right) \cdot \left( c_y - \frac{d_{st}}{2} \right)}{I_y} = 650.1869 \frac{\text{lbs}}{\text{in}}$$

Shear force in brackets

$$\tau_b = \frac{f_1}{2 \cdot t_g} = 866.9158 \text{ psi}$$

Shear force at face of base plate

$$f_2 = \frac{v_{gus} \cdot 1000 \cdot \left( 2 \left( d_{column} + 2 \cdot d_{stf} \right) \cdot t_{plate} \right) \left( c_b - \frac{t_{plate}}{2} \right)}{I_y} = 411.5803 \quad \frac{\text{lbs}}{\text{in}}$$

Input data:

Weld strength reduction factor

$$\phi_{weld} = 0.75$$

Yield strength of welding rod metal

$$F_{EXX} = 70 \text{ ksi}$$

Yield strength of plate

$$f_{y\_plate} = 36 \text{ ksi}$$

Weld thickness

$$thick_{weld} = 0.188 \text{ in}$$

Weld Design Calculations: Horizontal

Total weld length: plate to stiffeners (one side of column)

$$d = 10 \text{ in}$$

Area of weld

$$A_{weld} = d \cdot thick_{weld} = 0.707 = 1.33 \text{ in}^2$$

Strength of base metal

$$F_w = 0.6 \cdot F_{EXX} = 42 \text{ ksi}$$

Weld Strength

$$Strength_{weld} = \frac{\phi_{weld} \cdot F_w \cdot A_{weld}}{d} = 4.19 \quad \frac{\text{kips}}{\text{in}}$$

Weld Strength > Equivalent force on weld

OK

Weld Design Calculations: Vertical

Total weld length: column to stiffeners (one side of column and one side of bracket)

$$d = 4 \text{ in}$$

Bending force on welds (per bracket)

$$f_b = \sigma_t \cdot t_g = 1759.0327 \quad \frac{\text{lbs}}{\text{in}}$$

Vertical shear force on weld

$$f_s = \frac{v_{gus} \cdot 1000}{4 \cdot (d + t_{plate})} = 3257.4272 \quad \frac{\text{lbs}}{\text{in}}$$

Resultant force on weld

$$f_r = \sqrt{f_b^2 + f_s^2} = 3702 \frac{\text{lbs}}{\text{in}}$$

Weld thickness required

$$w_{\text{reqd}} = \frac{f_r}{F_w \cdot \phi_{\text{weld}}} = 0.1175 \text{ in}$$

Use 3/16" vertical welds on stiffeners

## DRILLED PIER CALCULATIONS

# Lyons Gate - Franklin

## Drilled Pier Calculations

### References:

Das, Braja. "Principles of Foundation Engineering", Eighth Edition. Cengage, 2012.  
 Federal Highway Administration. "Drilled Shafts: Construction Procedures and LRFD Design Methods". May 2010.

### Input data:

File Diameter

$$D_{pile} = 2.5 \text{ ft}$$

Angle of internal friction

$$\phi = 30 \text{ degrees}$$

File Length

$$L_{pile} = 4.0 \text{ ft}$$

Bearing Capacity Factor

$$N_q = 18.4$$

Compressibility Factor

$$F_{qc} = 1$$

Soil Unit Weight

$$\gamma = 110 \text{ pcf}$$

Design moment (based on resultant of cable forces at top of column)

$$M_t = 36 \text{ ft-kips}$$

Concrete yield strength

$$F_c = 2500 \text{ psi}$$

Design shear

$$V_t = 1.2 \text{ kips}$$

Design axial load

$$P_t = 4.8 \text{ kips}$$

Design uplift load

$$P_{up} = 1.1 \text{ kips}$$

Concrete modulus of elasticity psi

$$E_c = 1820 \cdot \sqrt{F_c} \cdot 1000 = 91000000$$

Second Moment of Inertia

$$I_p = \frac{n \cdot \left( \frac{D_{pile} \cdot 12}{4} \right)^4}{64} = 39760.78 \text{ in}^4$$

Section Modulus

$$S_p = \frac{n \cdot \left( \frac{D_{pile} \cdot 12}{4} \right)^3}{4} = 2650.72 \text{ in}^3$$

### Axial Resistance

Area of pile

$$A_{pile} = \frac{D_{pile}^2 \cdot n}{4} = 4.91 \text{ ft}^2$$

Effective stress (surcharge)

$$q' = \gamma \cdot L_{pile} = 440 \text{ psf}$$

Shape Factor

$$F_{qs} = 1 + \tan\left(\frac{\phi \cdot n}{180}\right) = 1.58$$

Depth Factor

$$F_{qd} = 1 + 2 \cdot \tan\left(\frac{\phi \cdot n}{180}\right) \cdot \left(1 - \sin\left(\frac{\phi \cdot n}{180}\right)\right)^2 \cdot \text{atan}\left(\frac{L_{pile}}{D_{pile}}\right) = 1.29$$

Net End Bearing Capacity

$$Q_p = A_{pile} \left[ q' \cdot (N_q - 1) \cdot F_{qs} \cdot F_{qd} \cdot F_{qc} \right] = 76600 \text{ lbs}$$

Allowable End Bearing Capacity

$$Q_{allow} = \frac{Q_p}{3} = 25533 \text{ lbs}$$

Passive earth pressure coefficient

$$K_p = \left( \tan\left(45 + \frac{\phi}{2}\right) \cdot \frac{n}{180} \right)^2 = 3$$

Allowable end bearing > Design axial load ---> OK

Lateral Capacity

Load eccentricity  
ecc = 0

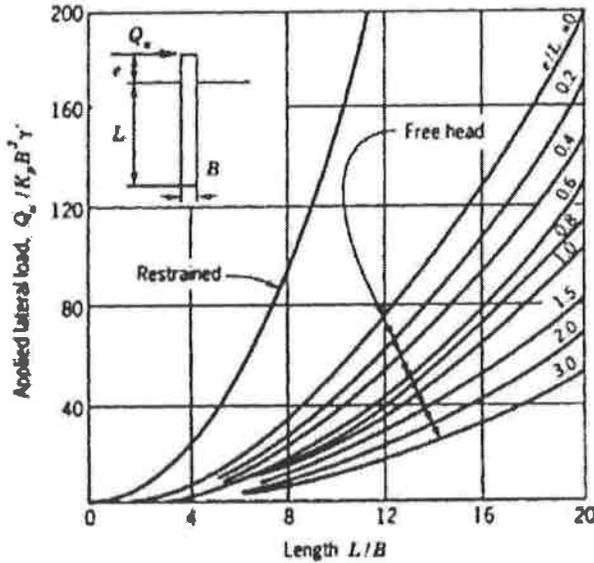
$$\frac{L_{pile}}{D_{pile}} = 1.6$$

FS = 2

Shear force (ultimate)

$$\frac{ecc}{L_{pile}} = 0$$

$$Q_u = \frac{0.5 \cdot \gamma \cdot L_{pile}^3 \cdot D_{pile} \cdot K_p}{(ecc + L_{pile}) \cdot FS} = 3300 \text{ lb}$$



Ultimate shear > Design shear load ---> OK

Overturning Resistance

Brom's depth

$$f = \sqrt{\frac{V_t}{1.5 \cdot D_{pile} \cdot \frac{\gamma}{1000} \cdot K_p}} = 0.98 \text{ ft}$$

Brom's resistance factor

$$\phi_{Broms} = 0.4$$

Column fixity factor (assumes semi-rigid connection)

$$fix_c = 0.1$$

Maximum moment

$$M_{max} = M_t + V_t \cdot f - \left( 0.5 \cdot D_{pile} \cdot \frac{\gamma}{1000} \cdot f^3 \cdot K_p \right) = 36.79 \text{ ft-kips}$$

Moment balance (must be equal to or less than zero)

$$Balance = M_t \cdot fix_c + V_t \cdot L_{pile} - 0.5 \cdot D_{pile} \cdot \frac{\gamma}{1000} \cdot L_{pile}^3 \cdot K_p \cdot \phi_{Broms} = -2.16 \text{ ft-kips}$$

Balance < zero ---> OK

Uplift Resistance

At-rest earth pressure coefficient

$$K_0 = 1 - \sin(\phi) = 1.99$$

Soil-pile friction angle

$$\delta = 0.8 \cdot \phi = 24 \text{ degrees}$$

Side resistance factor

$$\phi_{\text{side}} = 0.45$$

Side-resistance coefficient

$$\beta = K_0 \cdot \tan\left(\delta \cdot \frac{\pi}{180}\right) = 0.89$$

Pile circumference

$$\text{circ}_{\text{pile}} = \pi \cdot D_{\text{pile}} = 7.85 \text{ ft}$$

Nominal side unit resistance

$$f_{\text{SN}} = \beta \cdot q' \cdot \phi_{\text{side}} = 175.26 \text{ psf}$$

Weight of pile

$$\text{wt}_{\text{pile}} = A_{\text{pile}} \cdot L_{\text{pile}} \cdot 150 = 2945.24 \text{ lb}$$

Side resistance

$$Q_{\text{fric}} = f_{\text{SN}} \cdot \text{circ}_{\text{pile}} \cdot L_{\text{pile}} = 5505.81 \text{ lb}$$

Factor of safety for uplift

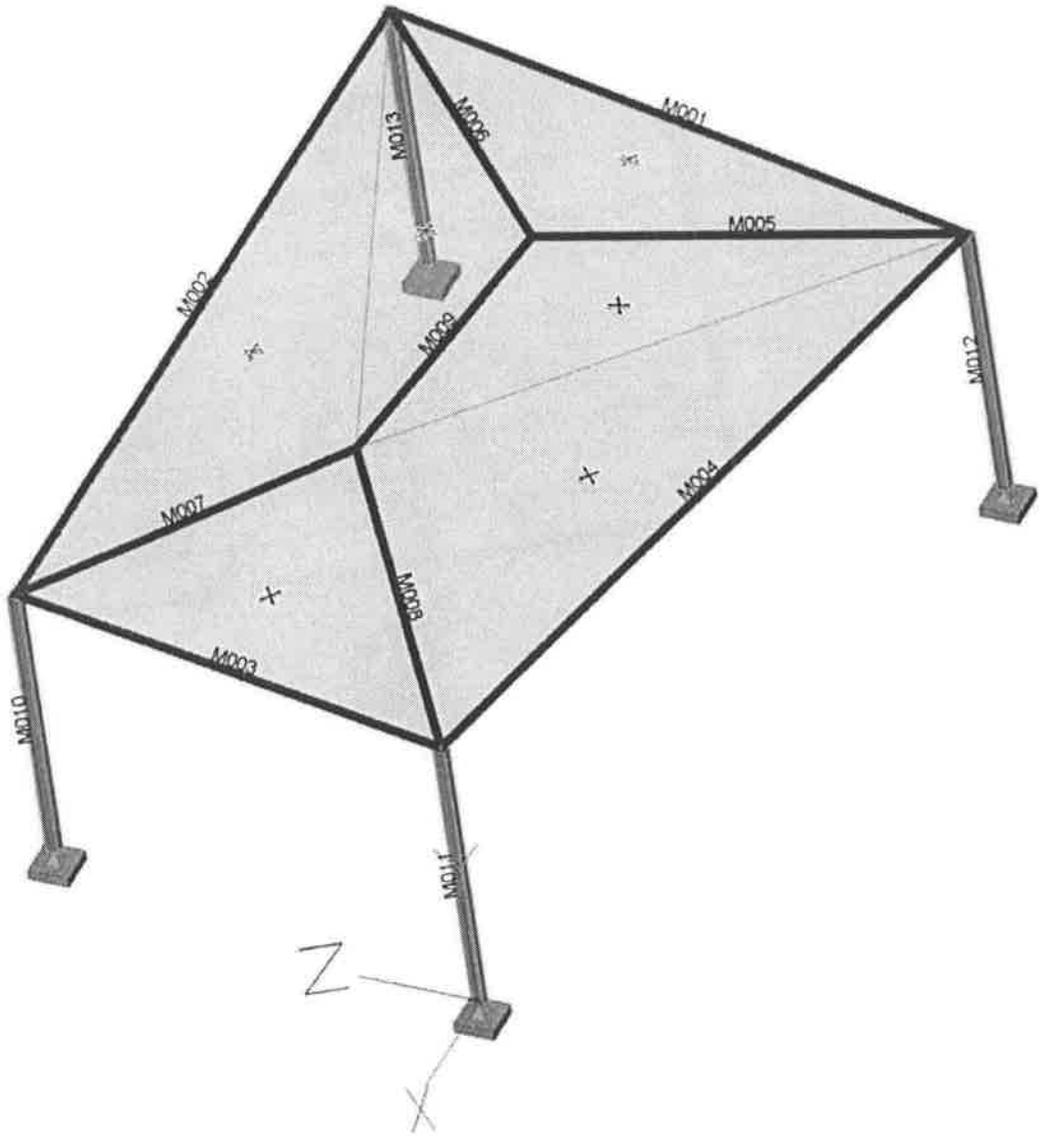
$$FS_{\text{uplift}} = 1.5$$

Force resisting uplift (side resistance + weight)

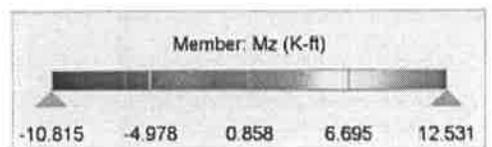
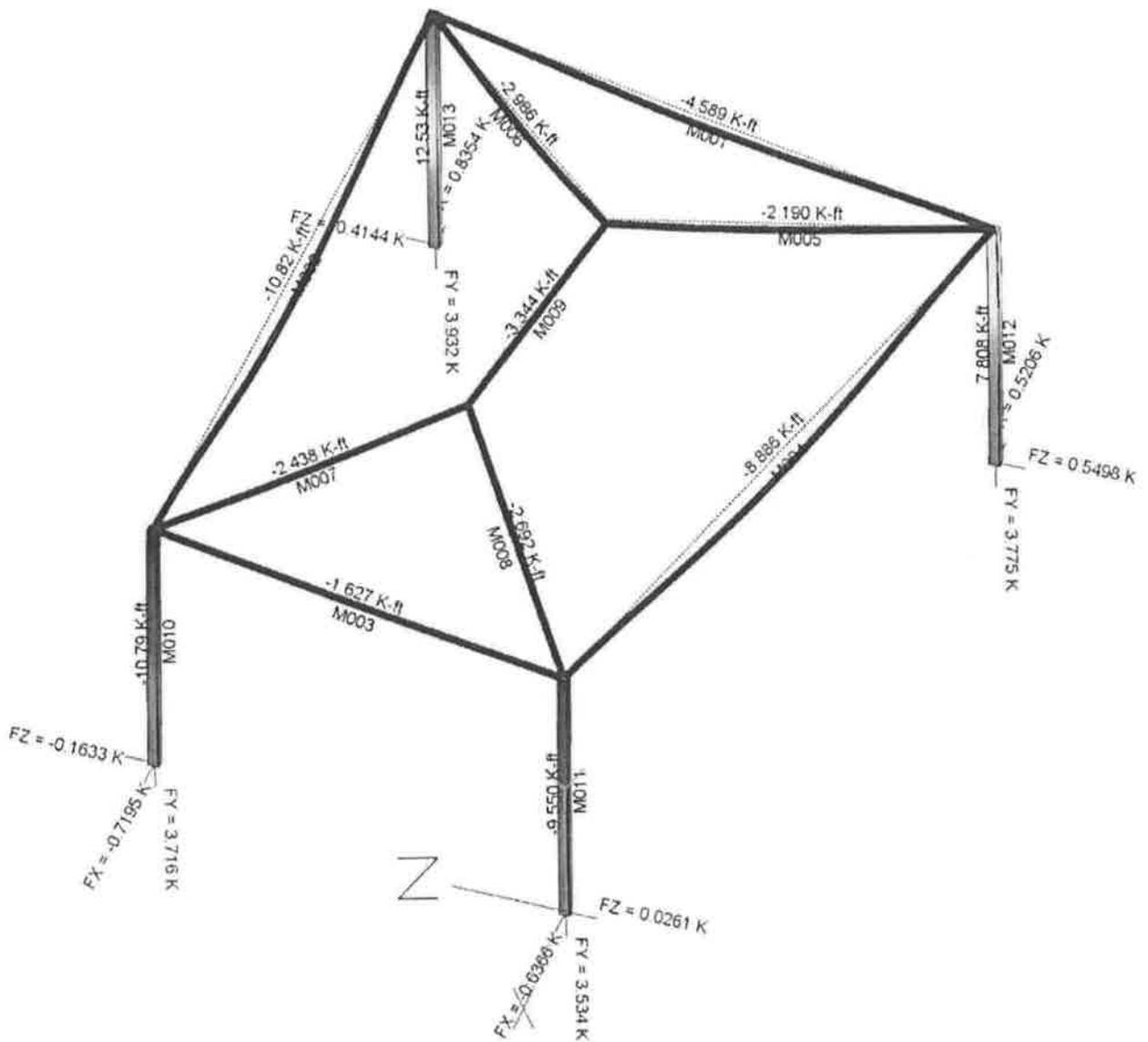
$$F_{\text{resist}} = \frac{Q_{\text{fric}} + \text{wt}_{\text{pile}}}{FS_{\text{uplift}}} = 5634.04 \text{ lb}$$

Resisting force > uplift force ---> OK

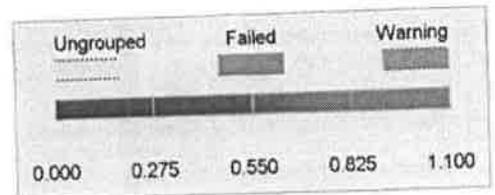
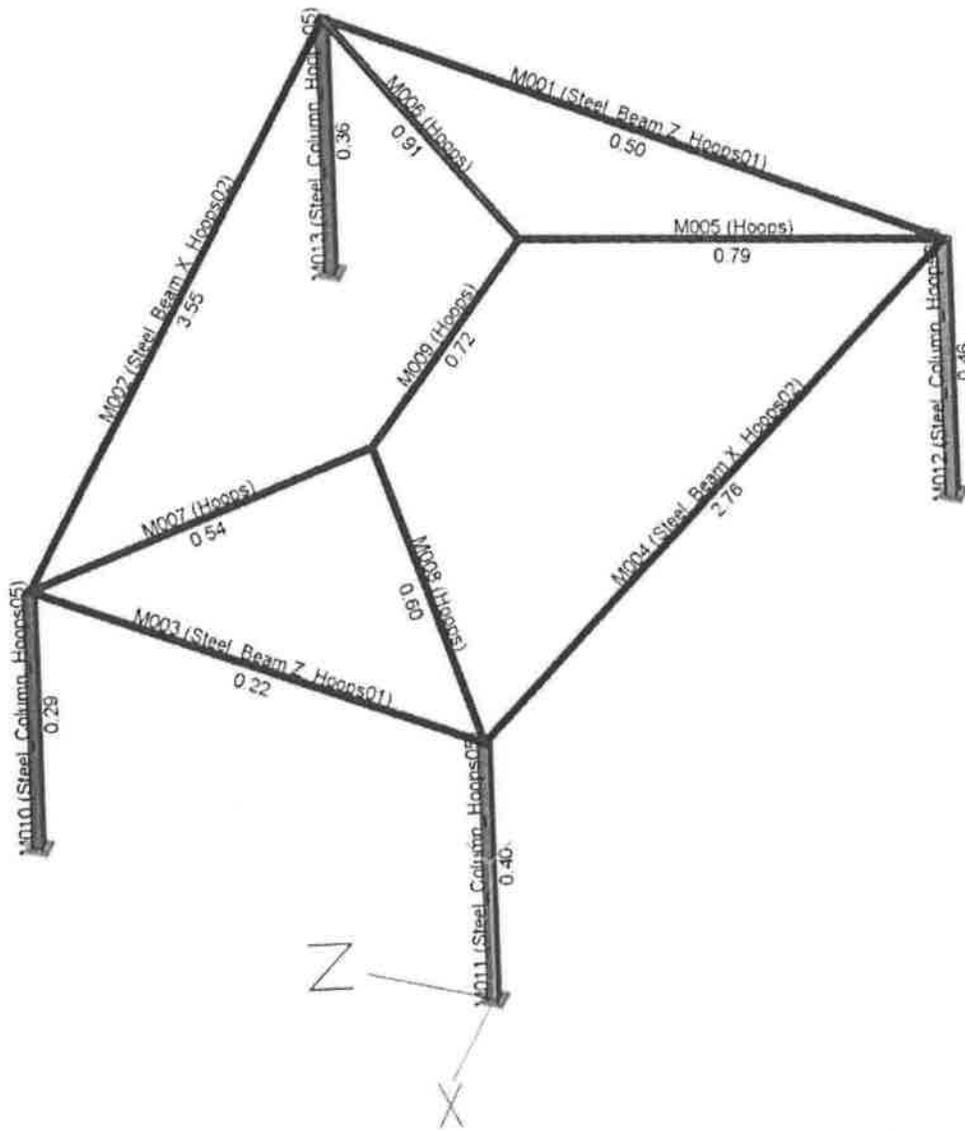
## MODEL OVERVIEW



**HOOP MAXIMUM MOMENT VALUES**



**HOOP UNITY VALUES**



## HOOP OUTPUT SUMMARY

Project: MAIN\_VA

John Skwiot, FJS ENGINEERING

January 04, 2016

X:\15-942-12 Lyons Gate Franklin & Banning\04\_Analysis\

Design Group Results

Design Group: Hoops per AISC LRFD (2010)

Designed As: HSS4.500x.125, Material: \Steel\ASTM A500 Grade B (Fy = 42ksi)  
 Members Included (5): M005, M006, M007, M008, M009

Combined Check

Member Name	Result Case	Offset ft	Code Ref.	Unity Check	Details
M005	1.2D+1.6Lr+.5W »+Y	0.000	H1-1a	0.79 OK	KL = 20.179 ft, Cb = 1.000, Lb = 20.179 ft
M006	1.2D+1.6Lr+L	22.965	H1-1a	0.91 OK	KL = 22.965 ft, Cb = 1.000, Lb = 22.965 ft
M007	1.2D+1.6Lr+L	16.999	H1-1a	0.54 OK	KL = 16.999 ft, Cb = 1.000, Lb = 16.999 ft
M008	1.2D+1.6Lr+L	0.000	H1-1a	0.60 OK	KL = 17.460 ft, Cb = 1.000, Lb = 17.460 ft
M009	1.2D+1.6Lr+L	0.000	H1-1a	0.72 OK	KL = 15.808 ft, Cb = 1.000, Lb = 15.808 ft

Axial Check

Member Name	Result Case	Offset ft	Demand Fx K	Capacity Fx K	Code Ref.	Unity Check	Details
M005	1.2D+1.6Lr+.5W »+Y	0.000	5.759	14.795	E3-3FB	0.39 OK	Lu = 20.179 ft, KL = 20.179 ft
M006	1.2D+1.6Lr+.5W »+Y	22.965	5.972	11.423	E3-3FB	0.52 OK	Lu = 22.965 ft, KL = 22.965 ft
M007	1.2D+1.6Lr+.5W »+Y	0.000	4.941	20.849	E3-3FB	0.24 OK	Lu = 16.999 ft, KL = 16.999 ft
M008	1.2D+1.6Lr+.5W »+Y	17.460	5.599	19.762	E3-3FB	0.28 OK	Lu = 17.460 ft, KL = 17.460 ft
M009	1.2D+1.6Lr+.5W »+Y	0.000	7.108	24.082	E3-2FB	0.30 OK	Lu = 15.808 ft, KL = 15.808 ft

Strong Flexure Check

Member Name	Result Case	Offset ft	Demand Mz K-ft	Capacity Mz K-ft	Code Ref.	Unity Check	Details
M005	1.2D+W+.5L+Lpa+.5Lr »+Y	12.107	3.300	7.025	F8-1	0.47 OK	Lb = 20.179 ft, Cb = 1.000
M006	1.2D+1.6Lr+L	22.965	-2.986	7.025	F8-1	0.43 OK	Lb = 22.965 ft, Cb = 1.000
M007	1.2D+1.6Lr+L	16.999	-2.438	7.025	F8-1	0.35 OK	Lb = 16.999 ft, Cb = 1.000
M008	1.2D+W+.5L+Lpa+.5Lr »+Y	6.984	2.991	7.025	F8-1	0.43 OK	Lb = 17.460 ft, Cb = 1.000
M009	1.2D+1.6Lr+L	0.000	-3.344	7.025	F8-1	0.48 OK	Lb = 15.808 ft, Cb = 1.000

Weak Flexure Check

Member Name	Result Case	Offset ft	Demand My	Capacity My	Code Ref.	Unity Check	Details
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Project: MAIN\_VA

John Skwiot, FJS ENGINEERING

January 04, 2016

X:\15-942-12 Lyons Gate Franklin & Banning\04\_Analysis\

Name	Case	ft	K-ft	K-ft	Ref.	Check
M005	1.2D+1.6Lr+L	20.179	0.298	7.025	F8-1	0.04 OK
M006	1.2D+1.6Lr+.5W »+Y	0.000	0.288	7.025	F8-1	0.04 OK
M007	.9D+W »+Y	16.999	0.402	7.025	F8-1	0.06 OK
M008	1.2D+1.6Lr+.5W »+Y	17.460	0.189	7.025	F8-1	0.03 OK
M009	.9D+W »+Y	0.000	0.326	7.025	F8-1	0.05 OK

**Strong Shear Check**

Member Name	Result Case	Offset ft	Demand Vy K	Capacity Vy K	Code Ref.	Unity Check	Details
M005	1.2D+1.6Lr+.5W »+Y	20.179	-1.187	18.144	G6-1, 2b	0.07 OK	
M006	1.2D+1.6Lr+L	0.000	0.741	18.144	G6-1, 2b	0.04 OK	
M007	1.2D+1.6Lr+L	16.999	-0.772	18.144	G6-1, 2b	0.04 OK	
M008	1.2D+1.6Lr+.5W »+Y	0.000	1.313	18.144	G6-1, 2b	0.07 OK	
M009	1.2D+1.6Lr+L	0.000	0.624	18.144	G6-1, 2b	0.03 OK	

**Weak Shear Check**

Member Name	Result Case	Offset ft	Demand Vz K	Capacity Vz K	Code Ref.	Unity Check	Details
M005	1.2D+1.6Lr+L	20.179	0.020	18.144	G6-1, 2b	0.00 OK	
M006	1.2D+1.6Lr+.5W »+Y	22.965	-0.017	18.144	G6-1, 2b	0.00 OK	
M007	.9D+W »+Y	16.999	0.039	18.144	G6-1, 2b	0.00 OK	
M008	1.2D+W+.5Lr+Lpa+.5Lr »+Y	17.460	0.017	18.144	G6-1, 2b	0.00 OK	
M009	.9D+W »+Y	15.808	-0.012	18.144	G6-1, 2b	0.00 OK	

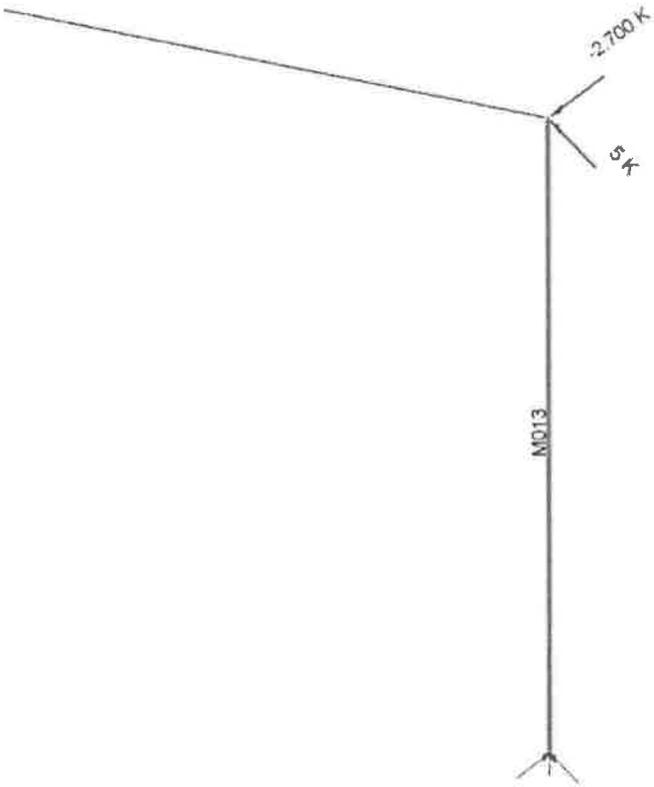
**Combined Torsion Check**

Member Name	Result Case	Offset ft	Code Ref.	Unity Check	Details
M005	.9D+Di	0.000	H3-6	0.00 OK	Tr = 0.063 K-ft, Combined Torsion Check Skipped, Torsion Unity < 0.20
M006	.9D+Di	0.000	H3-6	0.00 OK	Tr = -0.044 K-ft, Combined Torsion Check Skipped, Torsion Unity < 0.20
M007	.9D+Di	0.000	H3-6	0.00 OK	Tr = 0.032 K-ft, Combined Torsion Check Skipped, Torsion Unity < 0.20
M008	.9D+Di	0.000	H3-6	0.00 OK	Tr = -0.037 K-ft, Combined Torsion Check Skipped, Torsion Unity < 0.20
M009	.9D+Di	0.000	H3-6	0.00 OK	Tr = -0.009 K-ft, Combined Torsion Check Skipped, Torsion Unity < 0.20

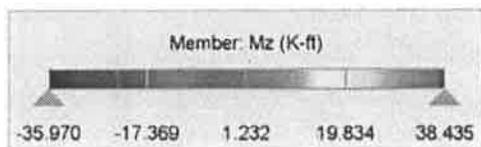
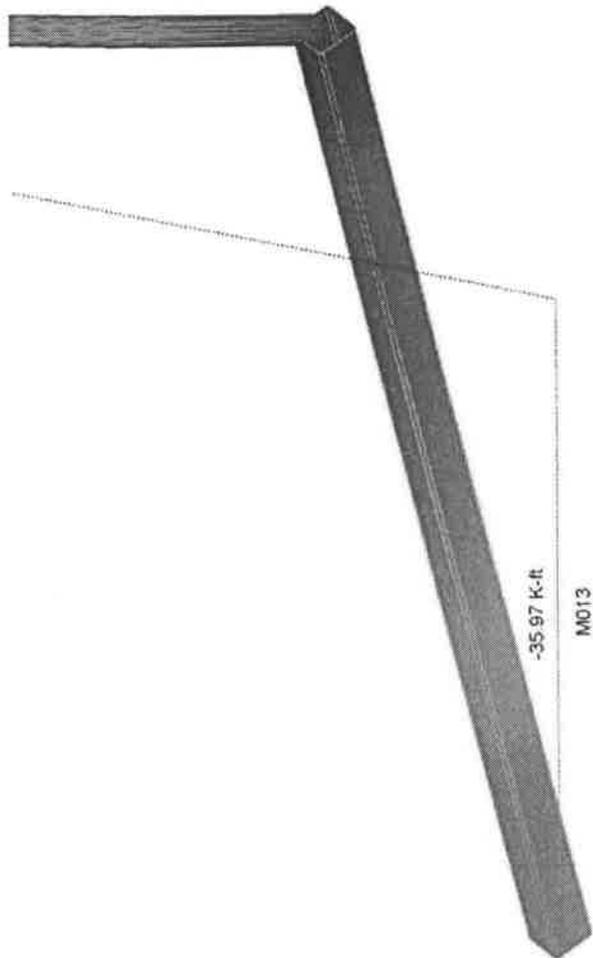
**Torsion Shear Check**

Member Name	Result Case	Offset ft	Demand Tau Ksf	Capacity Tau Ksf	Code Ref.	Unity Check	Details
M005	.9D+W »+Y	0.000	240.822	3265.920	H3-1	0.07 OK	Tr = -0.476 K-ft, Venant Shear = 240.822 Ksf
M006	1.2D+W+.5Lr+Lpa+.5Lr »+Y	0.000	244.024	3265.920	H3-1	0.07 OK	Tr = -0.482 K-ft, Venant Shear = 244.024 Ksf
M007	1.2D+W+.5Lr+Lpa+.5Lr »+Y	0.000	256.093	3265.920	H3-1	0.08 OK	Tr = 0.506 K-ft, Venant Shear = 256.093 Ksf
M008	.9D+W »+Y	0.000	175.765	3265.920	H3-1	0.05 OK	Tr = 0.347 K-ft, Venant Shear = 175.765 Ksf
M009	.9D+W »+Y	0.000	101.522	3265.920	H3-1	0.03 OK	Tr = 0.201 K-ft, Venant Shear = 101.522 Ksf

**COLUMN LOADING**



**COLUMN MAXIMUM MOMENT**



## COLUMN SELECTION

# Lyons Gate - Franklin

## Column Calculations

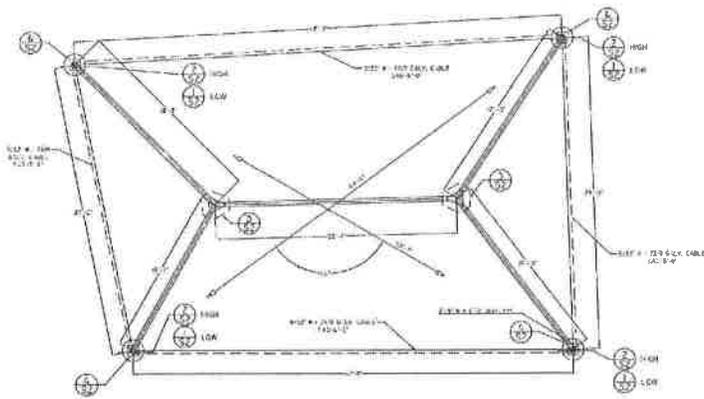
### References:

American Institute of Steel Construction. "Steel Construction Manual", 13th Edition, 2011.

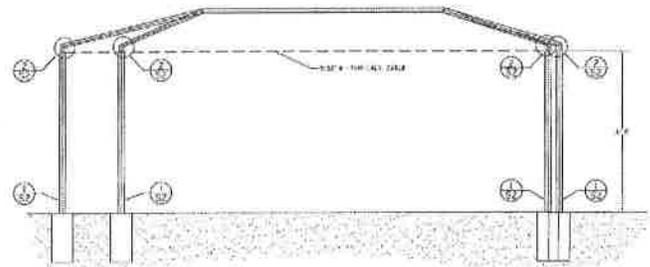
### Maximum moment on column (from VisualAnalysis)

$$M_{\max VA} = 36.0 = 36 \quad \text{kip-ft}$$

**Use minimum HSS 7x7x1/4 --> Available flexural strength  
= 53.6 k-ft**



1 STRUCTURE PLAN VIEW  
WT



2 STRUCTURE ELEVATION  
WT

Sample Copy

Sample Copy

Sample Copy



FJS ENGINEERING  
4255 E WOODLAND DR  
PHOENIX, AZ 85048  
T: 602.388.7053  
CONTACT@FJSENGINEERING.COM  
AZ FIRM# 19229



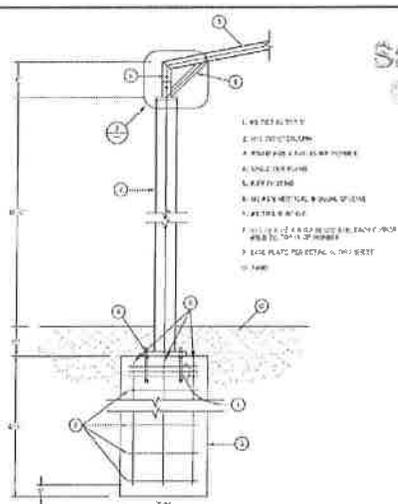
REVISIONS		
DATE	REV.	DESCRIPTION

SHADE 'N NET  
5711 W. WASHINGTON  
PHOENIX, AZ 85063  
1-800-290-3387  
WWW.SHADE-N-NET.COM

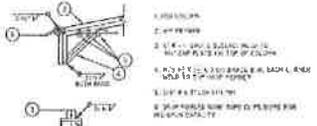
LYONS GATE  
3064 E. FRANKLIN AVE.  
GILBERT, AZ  
DESIGNER: JS SCALE: AS SHOWN  
DRAWN BY: JH APPROVED: 12/30/2015  
DATE: 12/30/2015 PROJECT NO.: 15-042-12

SI

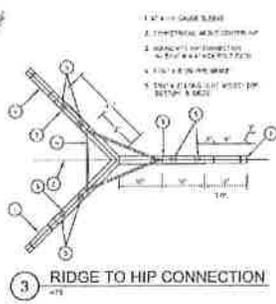
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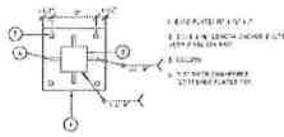
1 PIER AND COLUMN DETAIL



2 CABLE TO COLUMN CONNECTION



3 RIDGE TO HIP CONNECTION



4 BASE PLATE

**CODES AND STANDARDS:**

ALL REINFORCING STEEL SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING UNLESS OTHERWISE SPECIFIED:

**CONCRETE:**

1. ALL CONCRETE SHALL COMPLY TO THE REQUIREMENTS OF THE FOLLOWING UNLESS OTHERWISE SPECIFIED:
  - a. ACI 308 - PROPORTIONS FOR STRUCTURAL CONCRETE
  - b. ACI 309 - CONSTRUCTION OF STRUCTURAL CONCRETE
2. CONCRETE PROPERTIES:
  - MINIMUM COMPRESSIVE STRENGTH: 4000 PSI
  - MINIMUM SLUMP: 4 INCHES
3. WHEN THE CONCRETE IS PLACED IN A FORM, THE FORMS SHALL BE REMOVED AS SOON AS POSSIBLE AFTER THE CONCRETE HAS GAINED SUFFICIENT STRENGTH TO BE REMOVED WITHOUT CAUSING DAMAGE TO THE CONCRETE.
4. ALL JOINTS SHALL BE PROPERLY REINFORCED AND SHALL BE PROTECTED FROM WEATHER AND OTHER DAMAGE.

**DESIGN CRITERIA:**

CONCRETE SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING UNLESS OTHERWISE SPECIFIED:

**REINFORCING STEEL:**

1. ALL REINFORCING STEEL SHALL BE TYPE 60,000 PSI YIELD STRENGTH AND 70,000 PSI TENSILE STRENGTH UNLESS OTHERWISE SPECIFIED.
2. THE MAXIMUM SPACING SHALL BE 16 TIMES THE DIAMETER OF THE BARS.
3. ALL BARS SHALL BE PROPERLY DEVELOPED AND SHALL BE PROTECTED FROM WEATHER AND OTHER DAMAGE.
4. REINFORCING STEEL SHALL BE DEVELOPED IN ACCORDANCE WITH THE FOLLOWING UNLESS OTHERWISE SPECIFIED:
  - a. DEVELOPMENT LENGTH SHALL BE 12 TIMES THE DIAMETER OF THE BARS.
  - b. DEVELOPMENT LENGTH SHALL BE 16 TIMES THE DIAMETER OF THE BARS.
5. ALL BARS SHALL BE PROPERLY DEVELOPED AND SHALL BE PROTECTED FROM WEATHER AND OTHER DAMAGE.
6. ALL JOINTS SHALL BE PROPERLY REINFORCED AND SHALL BE PROTECTED FROM WEATHER AND OTHER DAMAGE.

**STRUCTURAL STEEL:**

ALL STRUCTURAL STEEL SHALL BE TYPE A36 UNLESS OTHERWISE SPECIFIED:

**WELDING:**

ALL WELDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING UNLESS OTHERWISE SPECIFIED:

Sample Copy

Sample Copy



**FJS ENGINEERING**  
 4255 E WOODLAND DR  
 PHOENIX, AZ 85048  
 1: 602.888.7653  
 CONTACT@FJSENGINEERING.COM  
 AZ FIRM# 19229

REVISIONS		
DATE	REV.	DESCRIPTION

**SHADE 'N NET**  
 5711 W. WASHINGTON  
 PHOENIX, AZ 85043  
 1-800-290-3387  
 WWW.SHADE-N-NET.COM

**LYONS GATE**  
 3064 E. FRANKLIN AVE.  
 GILBERT, AZ

DESIGNER: JH SCALE: AS SHOWN  
 DRAWN BY: JH APPROVED: 12/30/2016  
 DATE: 12/30/2016 PROJECT NO.: 13-942-12

S2

**Primary Vendor Information – Qualifications and Experience**  
**(Place after Tab 2b & 2d or 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/manufacture of the products/services in the bid.
2. **Place after Tab 2b:** Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate how the products offered in the bid meet applicable industry standards. List applicable awards and/or standards.
3. **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 is not a factor in the evaluation.*
4. **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
5. **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.

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

LET US PROTECT WHAT IS IMPORTANT TO YOU



Shade 'N Net

IFB 16D-0304

## QUALIFICATIONS & EXPERIENCE

- 1) Since October of 1995, Shade 'N Net has called Phoenix, Arizona its home. Shade 'N Net has been manufacturing, supplying and installing custom, high quality, affordable shade systems since the beginning. We supply and install for clients in Arizona and the southwestern U.S., in addition to supplying our product throughout the rest of the country through a network of authorized distributors. Shade 'N Net has become Arizona's largest manufacturer / supplier of shade structures and has enjoyed serving Arizona schools, municipalities, and Parks and Recreation departments. We have structures installed at nearly every school district in the state. We find that by understanding each client's needs, we can better serve them and when they are satisfied with us, they call us back for their next shade structure order.

Our key personnel are: Rudy Martinez, President, with over 25 years of manufacturing experience and over 20 years of management experience. George Johnson, Salesman, who has 10 years of shade industry experience, mainly in sales, planning and permit processing. Angel Elder, Office Manager, has 20 years experience in business and personnel management. Johnny Salmeron has over 25 years of experience in manufacturing and production supervision.

As sole owner of Shade 'N Net, Rudy Martinez is authorized to submit a bid for this upcoming Mohave Contract year. All of the products that we would offer on this contract are manufactured here in our own plant in Phoenix.

We can and have, supplied to any and all entities, including but not limited to, school districts, state, county, and municipal governments and community colleges. We have no limitations whatsoever in selling to any member types. There is no pricing difference for different member types.

- 2) All Shade 'N Net structures and sail systems exceed the industry and building standards. As evidence of that, we pass a thorough, annual, independent examination of our materials, our manufacturing processes, welding certifications and safety record to earn the certification as an *Approved Steel Fabricator* for Clark County, NV and City of Phoenix. (See following pages.)

Shade 'N Net and its President, Rudy Martinez, Jr., were featured as June, 2015 Professional of the Month in *Business Professional Magazine*. Our structures have been shown in several different national magazines such as the *Las Vegas Sun* published an article on September 17, 2015 showing a park in their area revitalized with the help of one of our shade structures. As well as the September, 2014 *Landscape Contractor* magazine (our structures were featured on the cover as well as pages inside).

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*Shade 'n Net*

- 3) Shade 'N Net is a minority owned business. Our corresponding Vendor ID for both City of Phoenix and Arizona Dept of Transportation (ADOT) is 20119759 for being owned by a Hispanic American male. Commodity Codes: NAICS 314910 – Awnings and Canopies, outdoor, made form purchased fabrics; NAICS 238990 – All other Specialty Trade Contractors. (See Following pages for Privilege (Sales) Tax License. Our License #: 95009558.)
  
- 4) (Place 3 Arizona Public agency Letters here. See following pages.)
  - a. Washington Elementary School District
  - b. City of Peoria, AZ
  - c. City of Glendale, AZ
  - d. City of Goodyear, AZ
  - e. Scottsdale Unified School District
  
- 5) (Financial Institution Letter is under Tab 2d.)
  
- 6) (Current Contractors License is under Tab 2b.)

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**Shade 'N Net**

## **Executive Summary IFB 16D-0304**

Shade 'N Net has had the privilege of serving Arizona schools and municipalities through the Mohave contract for the last fifteen years. Over the course of this timeframe, we have improved our products, and added to our product lines. Shade 'N Net has strengthened our relationships with many of the members through excellent service, quality and effort. Shade 'N Net has been in business for 20 years with the same owner; there have been no mergers, name changes, or ownership changes, etc. Stability and reliability are two factors that our Arizona neighbors have counted on without having to fret whether or not their warranties are in jeopardy because of the ever changing landscape of many other companies in our industry

The Mohave members have, and can continue (if we're fortunate enough to be able to continue servicing the members), to converse with the same professional management team that's been in place for two decades. Shade 'N Net only manufactures and supplies shade systems. We don't offer playground surfacing, or playground equipment, park benches, bleachers or any other type of product. We take pride in the one commodity that that we supply, and we do it well. We have only offered our product to the Arizona market via the Mohave contract over the course of the last twenty years that we've been in existence. We're not a supplier for any of the other purchasing co-ops, as we have found that in order to maintain our integrity, and honor the concept of the Mohave contract, it is necessary to focus on one contract. The only other contract that we hold is the GSA contract, and that has been solely utilized by military installation throughout the country. We feel that to offer multiple products via multiple purchasing programs would make it very difficult to properly focus on the members of the Mohave family, and ensure that they were getting the best possible product, with the most advantageous pricing. Could we possibly pick up additional business operating with every purchasing option that was available out there? Yes. Could we do that with integrity? We're not sure how we could. How would a company offer the "most advantageous pricing" via multiple outlets?

Shade 'N Net also has independent audits to maintain our Approved Steel Fabricator certification with the City of Phoenix and Clark County, Nevada. This a very difficult, painstaking certification to attain. It does however ensure that a manufacturer takes the necessary steps, including, but not limited to, strict quality control management, material traceability, proper welder certification and compliance, etc.

We're hopeful that Shade 'N Net will have the continued opportunity to serve Mohave's members in the years to come.

Sincerely,

Rudy Martinez  
President

Shade 'N Net Corporate Office • 5711 W. Washington, Phoenix, AZ 85043  
Toll Free 1-800-290-3387 • Office 602-484-7911 • Fax 602-484-7919 • [www.Shade-N-Net.com](http://www.Shade-N-Net.com)

**Vendor Information**

Business Name **Shade N Net of Arizona Inc**  
 Owner **Rudy Martinez Jr**  
 Address **5711 W Washington St**  
 > [Map This Address](#) **Phoenix, AZ 85043-3625**  
 Phone **602-484-7911**  
 Fax **602-484-7919**  
 Email **[netsales@shade-n-net.com](mailto:netsales@shade-n-net.com)**  
 Ethnicity **Hispanic American**  
 Gender **Male**  
 County **Maricopa (AZ)**

**Certification Information**

Certifying Agency **City of Phoenix**  
 Certification Type **DBE - Disadvantaged Business Enterprise**  
 Certified Business Description **Manufacture & install shade structures, awnings, canopies, carpets, and patios contractor**  
**238990,314910**

**Commodity Codes**

Code	Description
NAICS 238990	All Other Specialty Trade Contractors
NAICS 314910	Awnings and canopies, outdoor, made from purchased fabrics

**Customer Support**

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Vendor Information

CLOSE WINDOW 

 HELP

**Vendor Information**

**Business Name**                    **Shade N Net of Arizona Inc**  
**Owner**                                **Rudy Martinez Jr**  
**Address**                               **5711 W Washington St**  
    **Phoenix, AZ 85043-3625**  
    > [Map This Address](#)  
**Phone**                                 **602-484-7911**  
**Fax**                                      **602-484-7919**  
**Email**                                 [netsales@shade-n-net.com](mailto:netsales@shade-n-net.com)

**Certification Information**

**Certifying Agency**                **City of Phoenix**  
**Certification Type**                **SBE - Small Business Enterprise**  
**Certified Business Description**   **Manufacture & install shade structures, awnings, canopies, carpets, and patios contractor**  
  
**238990,314910**

**Commodity Codes**

Code	Description
NAICS 238990	All Other Specialty Trade Contractors
NAICS 314910	Awnings and canopies, outdoor, made from purchased fabrics

**Customer Support**

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ARIZONA DEPARTMENT OF REVENUE  
ATTN: License and Registration  
PO BOX 29032  
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2016

**ISSUED TO:** SHADE N NET OF ARIZONA  
INCORPORATED  
5711 W WASHINGTON ST  
PHOENIX AZ 85043

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

► **LICENSE:** 07512865  
**START DATE:** 10/01/1995  
**ISSUED:** 02/02/2016  
**EXPIRES:** 12/31/2016

**LOCATION:** NUMBER 001  
SHADE N NET OF ARIZONA  
INCORPORATED  
5711 W WASHINGTON ST  
PHOENIX AZ 85043  
1600044524066  
01 0001 0001 0001 0001 0001 0001 0001 0001 0001

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

AZ. CORP. COMMISSION  
FILED

OCT 10 1995

APPR.  
TERM  
DATE

*Elva M. ...*

10-16-95

0755588-5

ARTICLES OF INCORPORATION

OF

SHADE N NET OF ARIZONA, INC.

AZ. CORP. COMMISSION  
THE STATE OF ARIZONA  
FILED

Aug 14 10 02 AM '95

APPR. *Elva M. ...*  
DATE 9-27-95

ARTICLE I

NAME: The name of the corporation shall be Shade N Net Of Arizona, Inc.

ARTICLE II

PURPOSE: The purpose for which this corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE III

INITIAL BUSINESS: The corporation initially intends to transact any and all business relating to the manufacturing and sales of shade protection.

ARTICLE IV

AUTHORIZED CAPITAL: The corporation shall have the authority to issue one million shares (1,000,000) of common stock of no par value.

ARTICLE V

STATUTORY AGENT: The name and address of the initial Statutory Agent, a bona fide resident of Arizona for three years is:

Sanford A. Heiser  
8936 N. Central Ave. # 201  
Phoenix, AZ 85020

ARTICLE VI

BOARD OF DIRECTORS: The initial Board of Directors shall consist of two (2) Directors. The persons who are to serve as Directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

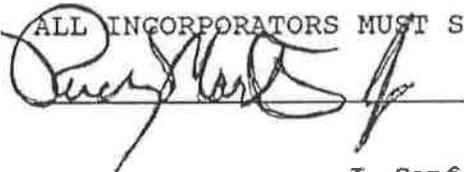
Rudy Martinez Jr.  
P.O. Box 8255  
Phoenix Az 85066

Vance Johnson  
472 E Sunrise Dr  
Tucson AZ 85718

The Directors are also the Incorporators.

Dated this 25th day of July, 1995

ALL INCORPORATORS MUST SIGN:



I, Sanford A. Heiser having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

  
Sanford A. Heiser

Search Time:

**2/26/2016 1:51:39 PM**

File Number:

**07555885**

Corporation Name:

**SHADE N NET OF ARIZONA, INC.**

Corporate Status Inquiry

## This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

[Print Certificate \(/GoodStanding/PrintInstructions?corpId=%2007555885\)](/GoodStanding/PrintInstructions?corpId=%2007555885)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=%2007555885\)](/GoodStanding/Reprint?corpId=%2007555885)

[Return to Corporate Details \(/Details/Corp?corpId=%2007555885\)](/Details/Corp?corpId=%2007555885)

[Privacy Policy \(http://www.azcc.gov/Divisions/Administration/Privacy.asp\)](http://www.azcc.gov/Divisions/Administration/Privacy.asp) | [Contact Us \(http://www.azcc.gov/divisions/corporations/contact-us.asp\)](http://www.azcc.gov/divisions/corporations/contact-us.asp)

BY-LAWS OF SHADE 'N NET OF ARIZONA, INC.  
Organized as a C Corporation

**Article One. Offices.** The principal office of the corporation in the State of Arizona shall be 5711 W. Washington Street, Phoenix, AZ 85043 in, Maricopa County. The corporation may have such other offices either within or without the State as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

**Article Two. Members.** The corporation's Sole Director shall be its sole member. This provision may be amended in the event more Directors are elected. The member(s) shall meet annually at the same time and place as the board of directors meeting.

**Article Three. Board of Directors.**

**Section 1. General Powers.** The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of Arizona.

**Section 2. Number, Tenure and Qualification.** The number of Directors shall be one but this number may be increased by amendment to these bylaws. The initial Sole Director shall have the authority to resign but shall first as a member elect his successor. In the event the Sole Director dies or becomes incapacitated, then the Sole Director's wife, Gwen Martinez, pursuant to a legal power of attorney or personal representative, as the case may be, shall have the authority to elect/appoint a successor Sole Director who may be himself or herself.

**Section 3. Regular Meeting.** A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, on the last business day of the month of June, at a time determined by the Board of Directors.

**Section 4. Compensation.** Directors as such shall receive no compensation for their services as Board Members.

**Section 5. Informal Action by the Directors.** Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting by the Sole Director if in writing, setting forth the action so taken, shall be signed and placed in the minutes.

**Article Four. Officers.**

**Section 1. Officers.** The officers of the corporation shall be a President/CEO, a Secretary, and a Treasurer. The Sole Director shall serve in all these positions unless at any time he elects to appoint other(s) to serve. In the event the Sole Director appoints other(s) to serve, then such any such person appointed may be removed at the Sole Director's discretion. Any such election and/or removal shall be in writing, signed and placed in the minutes.

**Section 2. Vacancies.** A Vacancy in any office because of death, resignation, removal, or otherwise, may be filled or appointed by the Sole Director.

**Section 3. President.** The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. In general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Sole Director from time to time.

**Section 4. Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Sole Director. The Treasurer shall have the authority to open and be the signatory on bank accounts owned and operated by the corporation and shall be the custodian of the corporate checkbooks and credit cards.

**Section 5. Secretary.** The Secretary shall keep the minutes of the meetings of the member and Sole Director in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see the seal of the corporation is affixed to all documents requiring a corporate seal; keep a register of the post-office address of the names, addresses, and phone numbers of all directors, officers and regular volunteers; and in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Sole Director. The Secretary shall provide copies of the Board minutes to the Sole Director and the Officers as soon as possible after such are prepared and approved.

**Section 6. Vice President.** The President, from time to time by special board meeting, shall nominate and authorize one or more persons to act as Temporary Vice-President. Each Temporary Vice-President shall be granted the authority to act on behalf of Shade 'N Net of Arizona under the supervision of the President and Treasurer, and shall have the authority to enter contracts and leases, operate bank accounts, publicize activities and generally conduct business, as the President sees fit, under the authority of the President and Treasurer. A written contract with each Temporary Vice-President shall be entered which describes the duties and authority of each Temporary Vice-President, within the scope of this section.

#### **Article Five. Contracts, Checks, Deposits, and Funds**

**Section 1. Contracts.** The President is authorized to enter into contracts, agreements, and insurance policies, make application on tax matters, and generally conduct business on behalf of the corporation.

**Section 2. Checks, Drafts etc.** All checks, drafts, money orders, notes, credit card applications and card debits, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the President.

**Section 3. Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the President may select.

**Section 4. Gifts and Donations.** The Sole Director or the President or the Treasurer or any other officer, volunteer or agent, may accept on behalf of the corporation, gift, bequest or devise for the general purposes or for any special purpose of the Corporation. Proposals and applications and request for grants, funding, donations and gifts may be made by the Sole Director or the President and such other officers and agents as the President authorizes.

**Article Six. Books and Records**

The corporation shall keep correct and complete books and records of account and minutes of the proceedings of its Board of Directors, at its registered or principal office a record of the corporation. All books and records may be inspected by any Board Member or corporate officer for any purpose at any reasonable time with a 15-day notice.

**Article Seven. Fiscal Year:**

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

**Article Eight. Waiver of Notice.**

Whenever any notice is required by law or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated thereon, shall be deemed equivalent to the giving of such notice.

**Article Nine. Amendment of Bylaws.**

These bylaws may be altered, amended or repealed and new bylaws and/or new amendments to bylaws, may be adopted by the Sole Director at any regular meeting or in a writing, signed by the Sole Director and placed in the minutes at any time as the Sole Director deems appropriate.

**Certified Minutes**

The foregoing minutes are declared this 5<sup>th</sup> day of January, 2015 to be the true minutes of Shade 'N Net of Arizona, Inc.

  
Rudy Martinez, Sole Director



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## Capital Projects and Maintenance

**Kim Orozco, Finance Manager**

4650 W. Sweetwater Ave. • Glendale, AZ 85304

802-347-4834

Kim.Orozco@wedschools.org • wedschools.org

September 25, 2015

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

To Whom It May Concern:

Shade 'n Net of Phoenix, Arizona has been a trusted vendor of the Washington Elementary School District for many years. George Johnson, company representative, and Shade 'n Net have provided our District with superb service with regard to manufacture and installation of shade structures and shade structure repair.

Shade 'n Net products have been installed at a majority of our 32 schools. Projects include design, manufacture, plan review, permitting, and installation of shade structures of various sizes on our playgrounds. The majority of these installations include coordination with our playground installer due to equipment and surfacing replacement occurring simultaneously with great success. I personally have worked with George and his crew on dozens of replacement projects as well as numerous relocations of structures. I am most impressed with the commitment to quality with their product as well as the installation. Shade 'n Net has always provided WESD with accurate proposals due to their willingness to thoroughly research the intent of the installation at each site. Shade 'n Net is cognizant of the ability to provide flexible installation schedules due to the importance of safety and security with students and staff. In addition, all requests for warranty items are handled in an efficient manner.

I highly recommend Shade n' Net as a continued member of the MESC bid award as they have always been responsive to our needs in a professional and friendly manner. They are a trusted source for our shade structure needs.

Please feel free to contact me if you would like additional information.

Sincerely,

Kim Orozco

Finance Manager of Capital Projects and Maintenance

---

Governing Board: **Tea Lambert**, President • **Bill Adams**, Vice President  
**Clorinda Graziano**, Member • **Larry Herrera**, Member • **Aaron Jahneke**, Member

**Dr. Paul Stanton**, Superintendent



City of Peoria

COMMUNITY SERVICES  
DEPARTMENT

9875 North 85th Avenue  
Peoria, Arizona 85345  
T 623.773.7137  
F 623.773.7180

## Memorandum

Date: September 28, 2015

To: Shade-N-Net of Az. Inc.

From: Harry Armstrong, Parks Superintendent

Re: Letter of Reference

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

To whom it may concern,

It is my pleasure to write a favorable letter of reference for Shade-N-Net of Az. During my eight year tenure as the Parks Superintendent with the City of Peoria, I have experienced outstanding service from this company and their representatives. A few jobs that stand out are the five shade structures over our playground equipment and in the dog parks at Parkridge Park. They also did an excellent job of providing shade over the seating areas at our little fields and the playgrounds at Varney Park, 6 in total. The positive attitude and dedication to their profession has proven to be a vital element in establishing a new level of customer service.

Additionally, this company has upheld their promise to provide exceptional shade solutions while delivering a quality product. Moreover, their wide range of shade products has consistently met the City of Peoria's Parks Division's needs time and time again. Shade-N-Net of Az. can always be counted on to go above and beyond the scope of their duties as a vendor, and do whatever it takes to get the job done.

If you require further endorsement or confirmation of Shade-N-Net of Az. please feel free to contact me via telephone at (623) 773-7491.

Respectfully,

*Harry Armstrong* HA  
Parks Superintendent



Parks, Recreation & Neighborhood Services  
5210 West Myrtle Avenue - Suite 111 • Glendale, Arizona 85301-2695  
(623) 930-2691 • FAX (623) 930-2614

September 29, 2015

Shade 'N Net  
5711 W. Washington  
Phoenix, AZ 85043

To Whom It May Concern,

The Park Maintenance Division of the City of Glendale has worked with Shade 'N Net Arizona Inc. in the completion of park projects on several occasions, and have always experienced reliable, professional and dependable service.

In the past year, we have placed the following orders with Shade 'N Net Arizona Inc.:

- 1. Sonorita Shade Project = 25x40 foot shade structure over the playground at Sonorita Park.
- 2. Sail shade Project; 20x20 foot sail shade installed at Thunderbird Conservation Park.

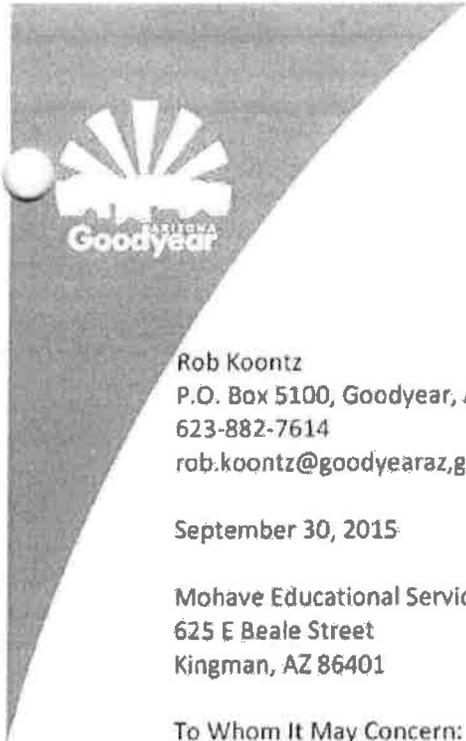
Among Arizona Parks and Recreation Professionals, Shade 'N Net-Arizona Inc. is very well received. Specifically, Shade 'N Net-Arizona Inc. has been recognized by the Arizona Parks and Recreation Association at their annual conference as a Conference Partner on several occasions.

Owner Rudy Martinez and his crew have been a joy to work with and I personally look forward to partnering with them on future projects.

Respectfully,

Paul King, CPRP  
623-930-2654  
pking@glendaleaz.com  
Parks and Recreation Manager

cc: Shade 'Net Arizona Inc.



Rob Koontz  
P.O. Box 5100, Goodyear, AZ, 85338  
623-882-7614  
rob.koontz@goodyearaz.gov

September 30, 2015

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

To Whom It May Concern:

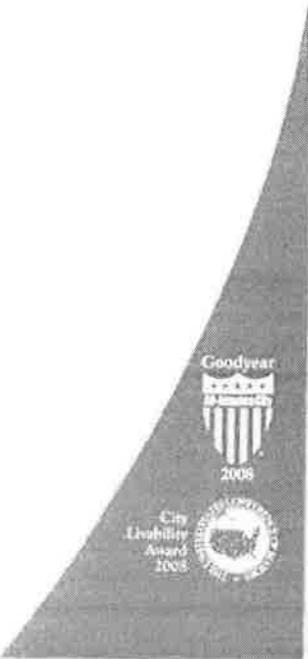
Shade 'N Net has been our vendor of choice for our shade canopies for many years. We've been very satisfied with the product they've provided and the service they offer. They manufacture quality structures and they stand behind their work.

They have installed structures at many of our locations such as at our Rainbow Water Reclamation Facility and many replacements of existing at canopies at various other Water and Reclamation facility's. On behalf of The City of Goodyear, we look forward to an on-going business relationship with Shade 'N Net.

Feel free to contact me with questions.

Sincerely,

Utility Maintenance Supervisor





Scottsdale *Unified* School District

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

Construction Services  
9288 East San Salvador Drive  
Scottsdale, Arizona 85258

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

10-5-15

Dear Sir or Madam:

Shade N Net has been doing work for me for years. The last project I had done was at Cochise Elementary on 8-10-15 which was the first day of school. The footings were installed a couple weeks in advance knowing that school was going to start the 10<sup>th</sup>. Shade N Net came out early morning the 10<sup>th</sup> and installed the shade structure over the bike rack before school started. It was amazing to me that they accomplished this. They were professional in their work and did a good job for me.

I look forward to doing more shade structures in the future.  
Feel free to contact me with any questions.

Sincerely,

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

IMPORTANT NOTICE  
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS.  
[SEE A.R.S. § 32-1154(A)(19) 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. § 32-1151.01]
- 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-4-9-110]

Shade N Net Of Arizona Inc

5711 W Washington St  
Phoenix, AZ 85043-3649

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 07/31/2016  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Shade N Net Of Arizona Inc



CONTRACTORS LICENSE NO 136583 CLASS CR-3  
Awnings, Canopies, Carports and Patio Covers

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mundell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

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Shade N Net Of Arizona Inc

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Phoenix, AZ 85043-3649

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THIS CARD MUST BE  
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*William A. Mundell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LET US PROTECT WHAT IS IMPORTANT TO YOU

**Shade 'n Net**

## DEMONSTRATED INSTALLATION EXPERIENCE

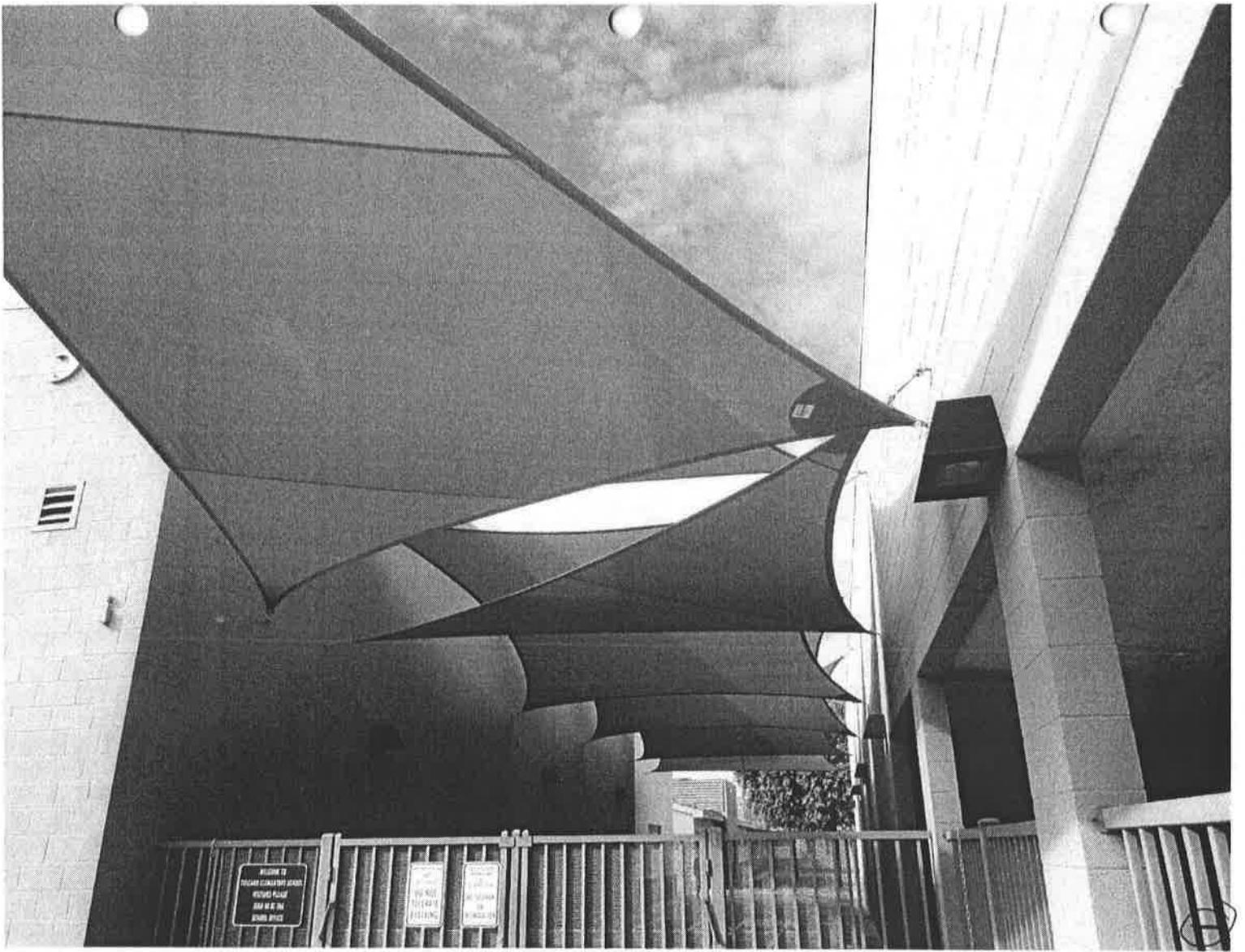
Shade 'N Net is the manufacturer of shade structures, and as such we have installed 50,000+ structures over the past 20 years. Of those, several thousand of them are specifically for Mohave members over the course of the past 15 years.

Here are a few of our jobsite photos that happened to have our installers in the photos:  
(Number correlate to following photos)

1. Tuscano Elem School – Various Sails installed at 3850 S. 79th Ave., Phoenix, AZ 85043
2. Portobello Park – 52' Hexagon installed at 9341 E. Plata Ave., Mesa, AZ 85212
3. Queen Creek Unified School Dist. 20'x35' Hiproof installed at 23636 S 204<sup>th</sup> Street, Queen Creek, AZ 85142
4. Crossroads Park, 6 different sized Sails installed at 2155 E. Knox Road, Gilbert AZ 85296
5. Laveen Elem School – Pyramid installed at 4141 W. McNeil Street, Laveen AZ 85339

Records and details of many other projects available upon request.

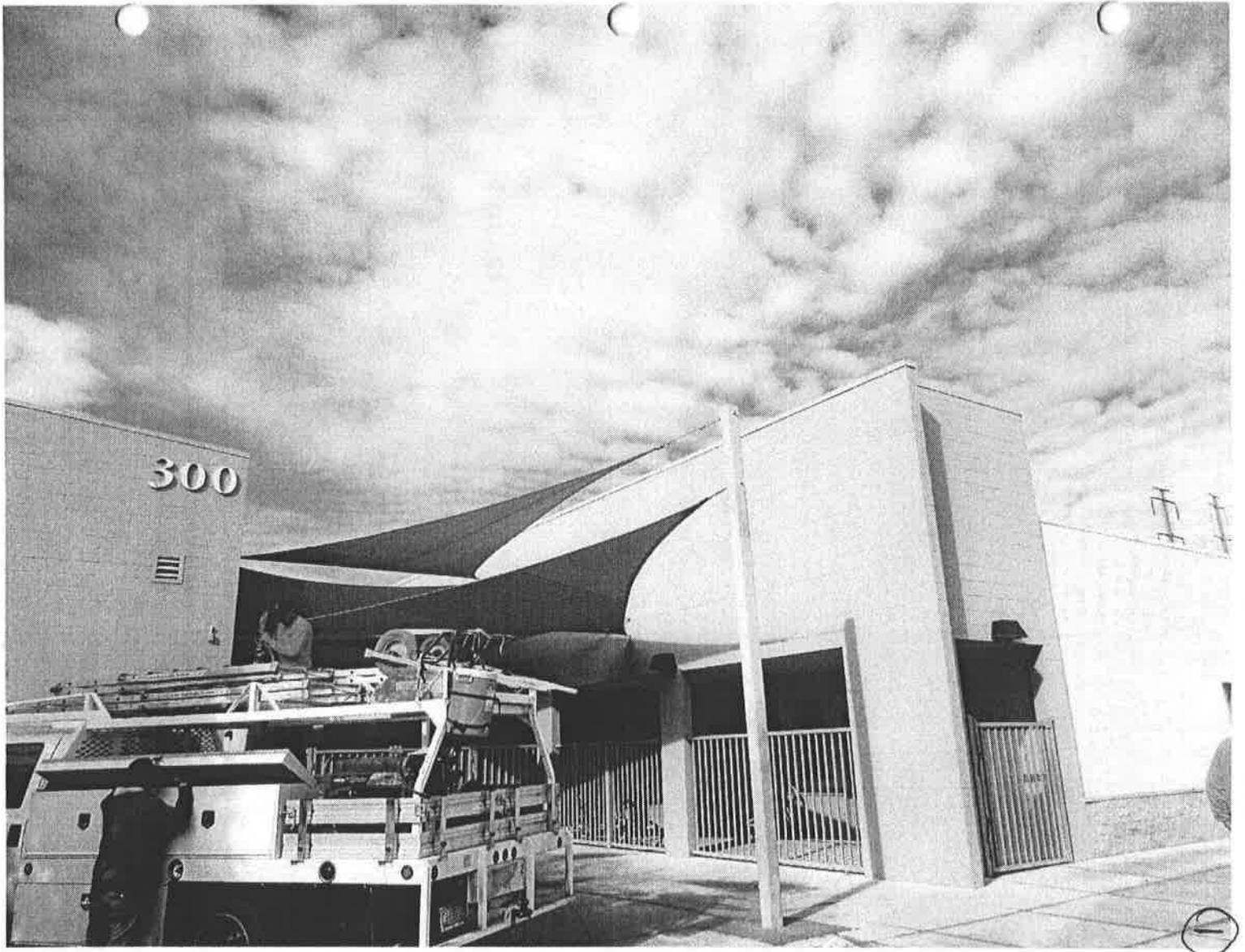
Also, please see brochures included for photos of our installed structures.



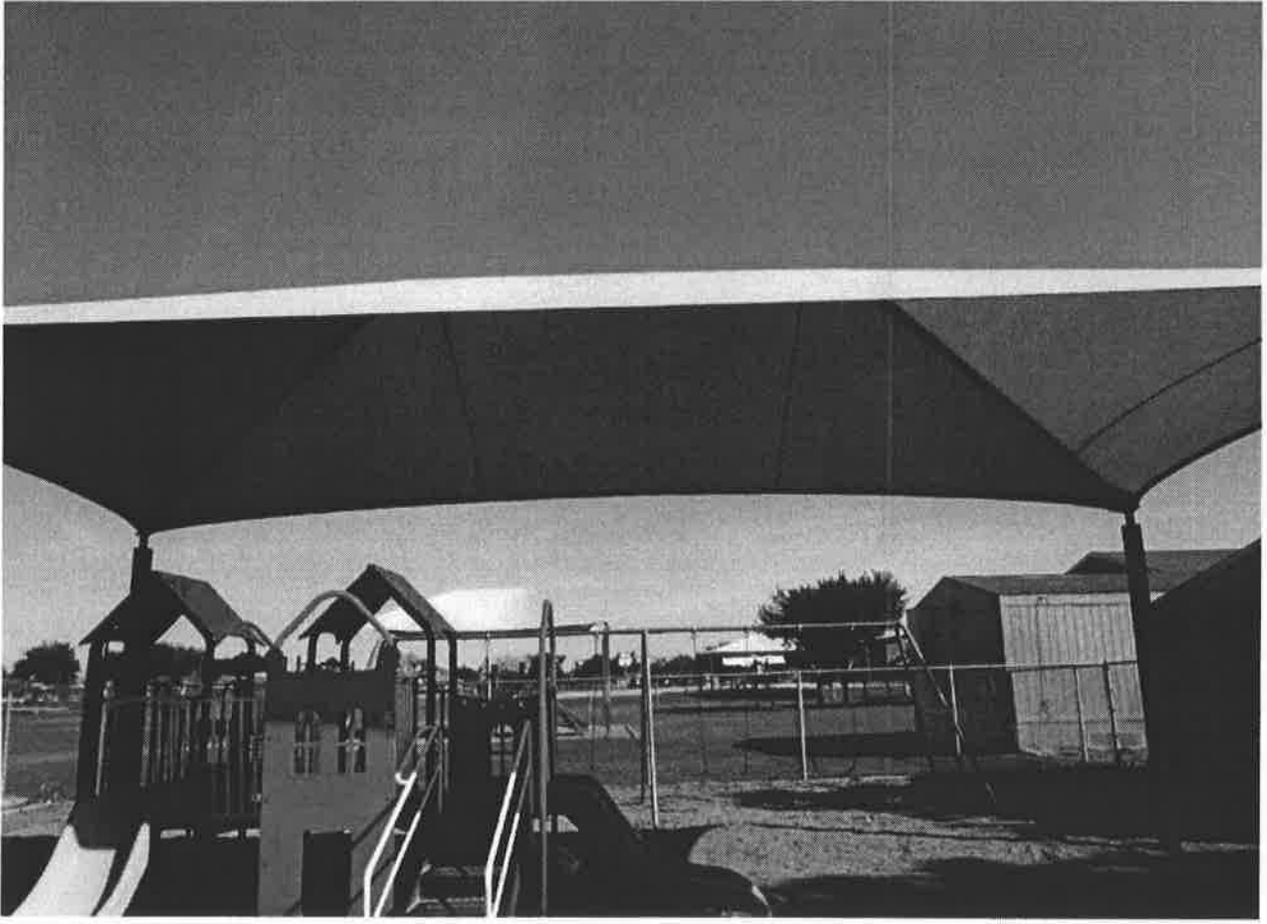
WARNING TO  
VISITORS  
PLEASE DO NOT  
ENTER THE  
STAIRS

NO  
SMOKING  
OR  
OPEN  
FLAMES

NO  
SMOKING  
OR  
OPEN  
FLAMES



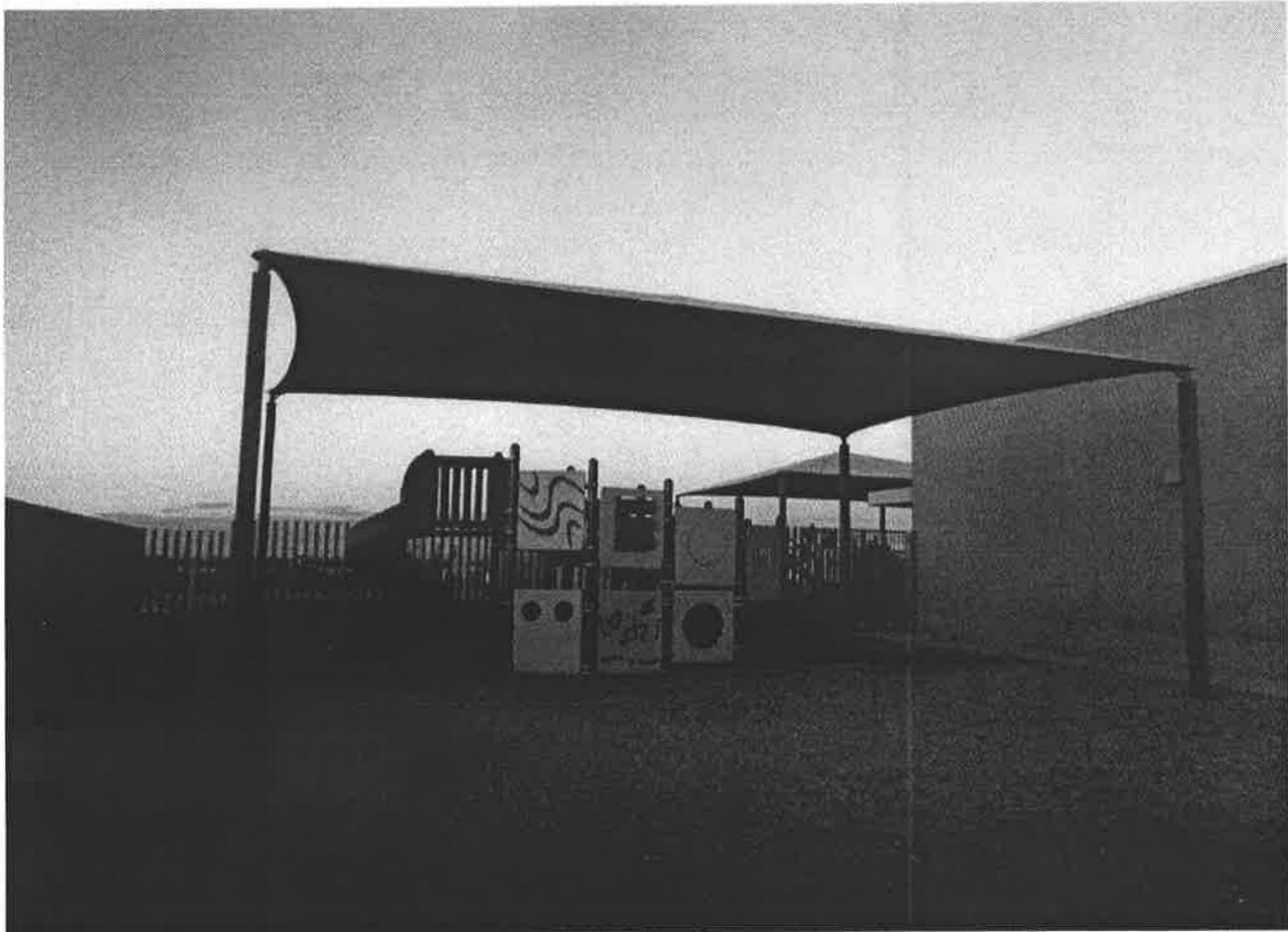




4



5



**Pricing Information – Pricing Methodology, Volume Discounts and Quick Pay Discount (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.)

Shade 'N Net has worked with suppliers over a number of years, and in addition to manufacturing a  
Large volume of shade products, this extensive history results in favorable volume pricing. These pricing  
Advantages enable Shade 'N Net to offer much more competitive pricing for the members. We do not  
anticipate the need to make economic adjustments.

**Volume Discount Description**

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

Our pricing discount is already factored into our standard pricing schedule/bid, and is based on  
\$1Million annual sales volume, and as such, is the most favorable pricing that we offer.  
\_\_\_\_\_  
\_\_\_\_\_

**Quick Pay Discount**

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

Yes  No  If yes, what is the discount for 10 days? 2% 20 days? 1%

**Acceptance of Pcards for Payment**

Will you accept Pcards as a method of payment? Yes  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.)

The mobilization fee applies to projects where our trucks/equipment have to travel beyond a  
50-mile radius from our Phoenix factory according to pricing specified on the price sheets in this  
Bid. The mobilization rates cover the normal wear and tear on the vehicles and equipment  
Traveling over the road.

**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.

Bonds are only applied to projects when specifically requested by the obligee (in this case,  
Mohave). If there is no bond requirement in the RFP or final contract, bonds are not provided. A  
performance bond is generally 100% of the contract amount. In a standard contract, the  
Contractor provides the obligee with the contract estimate. Once the contract is entered in to,  
The bond is issued equal to the amount of the contract or a designated percentage (i.e. 50%).  
At the end of the contract, the surety will as for the final contract price. If that final contract  
price is more than the bond amount, the surety charges the difference.

Regarding sales tax, all costs are usually accounted for in the contract estimate the bond  
amount is based on –this would include sales tax. There is no requirement for this on the  
surety's end – the bond amount is determined by the negotiations between the contractor and  
the obligee.

**Supporting Contract Documents  
(Place after Tab 4a)**

1. Contact information for firm's headquarters:

Physical Address 5711 W. Washington St., Phoenix, AZ 85043

Mail Address, if different Same as above.

Main Phone Number (602) 484-7911

Website www.Shade-N-Net.com

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

Physical Address 5711 W. Washington St., Phoenix, AZ 85043

Mail Address, if different Same as above.

Main Phone Number (602) 484-7911

Website, if different Same as above.

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

3. Contact information for purchase orders:

Physical Address 5711 W. Washington St., Phoenix, AZ 85043

Email Address Rudy@Shade-N-Net.com

Attention of Rudy Martinez, Jr.

4. Payment remittance address 5711 W. Washington St., Phoenix, AZ 85043

Attn: Annalie Badenhorst

City Phoenix State AZ Zip 85043

Telephone (invoice questions) (602) 484-7911

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-512865-H

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

*If yes, please check one:*

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

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

Please see the attached tax schedule for location-specific rates, as of bid submission.

\_\_\_\_\_  
\_\_\_\_\_

**Supporting Contract Documents**  
**(Place after Tab 4a)**

6. Contacts for Mohave:

**Main Mohave representative contact:** Rudy Martinez, Jr.  
*(Shall be the main point of contact for members and be responsible for member information requests.)*

Title President Email address Rudy@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

**Contract Administrator contact:** Annalie Badenhorst  
*(Shall be the main point of contact for contract information requests.)*

Title Accountant Email address Annalie@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

**Accounting contact:** Annalie Badenhorst  
*(Shall be the main point of contact for accounting issues.)*

Title Accountant Email address Annalie@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Scheduling Email address Leticia@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Accountant Email address Annalie@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Accountant Email address Annalie@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

**Escalation contact:** Angel Elder  
*(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 Office Manager Email address Angel@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Office Manager Email address Angel@Shade-N-Net.com  
Phone number (602) 484-7911 Fax (602) 484-7919

**Supporting Contract Documents  
(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 recommend calling 602-484-7911 or 800-290-3387 with a description of the warranty concern so  
The best and quickest course of action can be determined and scheduled.

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

Shade 'N Net 5711 W. Washington Street, Phoenix, AZ 85043 Contact: Angel Elder, Office Manager  
(602) 484-7911

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

(602) 484-7911 Angel Elder

How many technicians are located at each warranty/service facility that would serve a Mohave contract?  
5

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?  
\$250,000

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?  
24-48 hours

**SALES TAX RATES**

City	County	City	CONTRACTING SALES			LESS 35%		
			State & County	City	Total State, county & city	State & County	City	Total State, county & city
<small>AZDOR</small>								
<b>BOLD=Non-Program City</b>								
<b>Effective March 1, 2016</b>								
<b>Apache Junction</b>	MAR	AJ	6.300%	2.400%	8.700%	4.09500%	1.56000%	5.65500%
<b>AVONDALE</b>	MAR	AV	6.300%	2.500%	8.800%	4.09500%	1.62500%	5.72000%
Benson	COH	BS	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.56500%
Bisbee	COH	BB	6.100%	3.500%	9.600%	3.96500%	2.27500%	6.24000%
Buckeye	MAR	BE	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.04500%
Bullhead City	MOH	BH	5.850%	2.000%	7.850%	3.80250%	1.30000%	5.10250%
Camp Verde	YAV	CE	6.350%	3.650%	10.000%	4.12750%	2.37250%	6.50000%
Carefree	MAR	CA	6.300%	4.000%	10.300%	4.09500%	2.60000%	6.69500%
Casa Grande	PNL	CG	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.95500%
Cave Creek	MAR	CK	6.300%	5.000%	11.300%	4.09500%	3.25000%	7.34500%
<b>CHANDLER</b>	MAR	CH	6.300%	1.500%	7.800%	4.09500%	0.97500%	5.07000%
Chino Valley	YAV	CV	6.350%	4.000%	10.350%	4.12750%	2.60000%	6.72750%
Clarkdale	YAV	CD	6.350%	4.000%	10.350%	4.12750%	2.60000%	6.72750%
Clifton	GRN	CF	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Colorado City	MOH	CC	5.850%	2.000%	7.850%	3.80250%	1.30000%	5.10250%
Coolidge	PNL	CL	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.95500%
Cottonwood	YAV	CW	6.350%	4.000%	10.350%	4.12750%	2.60000%	6.72750%
Dewey-Humbolt	YAV	DH	6.350%	2.000%	8.350%	4.12750%	1.30000%	5.42750%
<b>Douglas</b>	COH	DL	6.100%	2.800%	8.900%	3.96500%	1.82000%	5.78500%
Duncan	GRN	DC	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.26500%
Eagar	APA	EG	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
El Mirage	MAR	EM	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.04500%
Eloy	PNL	EL	6.700%	4.500%	11.200%	4.35500%	2.92500%	7.28000%
<b>FLAGSTAFF</b>	COC	FL	6.900%	2.051%	8.951%	4.48500%	1.33315%	5.81815%
Florence	PNL	FL	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.95500%
Fountain Hills	MAR	FH	6.300%	2.600%	8.900%	4.09500%	1.69000%	5.78500%
Fredonia	COC	FD	6.900%	4.000%	10.900%	4.48500%	2.60000%	7.08500%
Gila Bend	MAR	GI	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.04500%
Gilbert	MAR	GB	6.300%	1.500%	7.800%	4.09500%	0.97500%	5.07000%
<b>GLENDALE</b>	MAR	GD	6.300%	2.900%	9.200%	4.09500%	1.88500%	5.98000%
Globe	GLA	GL	6.600%	2.000%	8.600%	4.29000%	1.30000%	5.59000%
Goodyear	MAR	GY	6.300%	3.500%	9.800%	4.09500%	2.27500%	6.37000%
Guadalupe	MAR	GU	6.300%	4.000%	10.300%	4.09500%	2.60000%	6.69500%
Hayden	GLA	HY	6.600%	3.000%	9.600%	4.29000%	1.95000%	6.24000%
Holbrook	NAV	HB	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Huachuca City	COH	HC	6.100%	1.500%	7.600%	3.96500%	0.97500%	4.94000%
Jerome	YAV	JO	6.350%	3.000%	9.350%	4.12750%	1.95000%	6.07750%
Kayenta	NAV	KY	6.100%	0.000%	6.100%	3.96500%	0.00000%	3.96500%
Kearny	PNL	KN	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.95500%
Kingman	MOH	KM	5.850%	2.500%	8.350%	3.80250%	1.62500%	5.42750%
Lake Havasu	MOH	LH	5.850%	2.000%	7.850%	3.80250%	1.30000%	5.10250%
Lakeside/Pinetop	NAV	PP	6.100%	2.500%	8.600%	3.96500%	1.62500%	5.59000%
Laveen	MAR	LV	6.300%	0.000%	6.300%	4.09500%	0.00000%	4.09500%
Litchfield Park	MAR	LP	6.300%	4.800%	11.100%	4.09500%	3.12000%	7.21500%
Mammoth	PNL	MH	6.700%	2.000%	8.700%	4.35500%	1.30000%	5.65500%
Marana	PMA	MA	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.56500%
Maricopa (City)	PNL	MP	6.700%	3.500%	10.200%	4.35500%	2.27500%	6.63000%
<b>MESA</b>	MAR	ME	6.300%	1.750%	8.050%	4.09500%	1.13750%	5.23250%
Miami	GLA	MM	6.600%	2.500%	9.100%	4.29000%	1.62500%	5.91500%
Mohave Valley	MOH	MV	5.850%	0.000%	5.850%	3.80250%	0.00000%	3.80250%

**SALES TAX RATES**

City	County	City	CONTRACTING SALES			LESS 35%		
			State & County	City	Total State, county & city	State & County	City	Total State, county & city
<small>AZ-DOR</small>								
<b>BOLD=Non-Program City</b>								
<b>Effective March 1, 2016</b>								
Naco	COH	NA	6.100%	0.000%	6.100%	3.96500%	0.00000%	3.96500%
<b>NOGALES</b>	<b>STC</b>	<b>NO</b>	6.600%	2.000%	8.600%	4.29000%	1.30000%	5.59000%
Oracle	PNL	PR	6.700%	0.000%	6.700%	4.35500%	0.00000%	4.35500%
Oro Valley	PMA	OR	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.56500%
Page	COC	PG	6.900%	3.000%	9.900%	4.48500%	1.95000%	6.43500%
Paradise Valley	MAR	PV	6.300%	2.500%	8.800%	4.09500%	1.62500%	5.72000%
Parker	LAP	PK	7.600%	2.000%	9.600%	4.94000%	1.30000%	6.24000%
Patagonia	STC	PA	6.600%	3.000%	9.600%	4.29000%	1.95000%	6.24000%
Payson	GLA	PS	6.600%	2.120%	8.720%	4.29000%	1.37800%	5.66800%
<b>PEORIA</b>	<b>MAR</b>	<b>PE</b>	6.300%	1.800%	8.100%	4.09500%	1.17000%	5.26500%
<b>PHOENIX</b>	<b>MAR</b>	<b>PH</b>	6.300%	2.300%	8.600%	4.09500%	1.49500%	5.59000%
Pima	GRA	PM	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Pinetop/Lakeside	NAV	PP	6.100%	2.500%	8.600%	3.96500%	1.62500%	5.59000%
<b>PRESCOTT</b>	<b>YAV</b>	<b>PR</b>	6.350%	2.000%	8.350%	4.12750%	1.30000%	5.42750%
Prescott Valley	YAV	PL	6.350%	2.330%	8.680%	4.12750%	1.51450%	5.64200%
Quartzsite	LAP	QZ	7.600%	3.500%	11.100%	4.94000%	2.27500%	7.21500%
Queen Creek	MAR	QC	6.300%	4.250%	10.550%	4.09500%	2.76250%	6.85750%
Safford	GRA	SF	6.100%	2.500%	8.600%	3.96500%	1.62500%	5.59000%
Sahuarita	PMA	SA	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.56500%
<b>SaltRiverPimaM'copa Indian Cor</b>	<b>MAO</b>	<b>SM</b>	6.300%	1.650%	7.950%	4.09500%	1.07250%	5.16750%
San Luis	YMA	SU	6.712%	4.000%	10.712%	4.36280%	2.60000%	6.96280%
<b>SCOTTSDALE</b>	<b>MAR</b>	<b>SD</b>	6.300%	1.650%	7.950%	4.09500%	1.07250%	5.16750%
<b>Sedona</b>	<b>COC</b>	<b>SE</b>	6.900%	3.000%	9.900%	4.48500%	1.95000%	6.43500%
Show Low	NAV	SL	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.26500%
Sierra Vista	COH	SR	6.100%	2.450%	8.550%	3.96500%	1.59250%	5.55750%
Snowflake	NAV	SN	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.26500%
Somerton	YMA	SO	6.712%	3.300%	10.012%	4.36280%	2.14500%	6.50780%
South Tucson	PMA	ST	6.100%	4.500%	10.600%	3.96500%	2.92500%	6.89000%
Springerville	APA	SV	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Star Valley	PMA	SV	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.26500%
St Johns	APA	SJ	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Superior	PNL	SI	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.95500%
Surprise	MAR	SP	6.300%	3.700%	10.000%	4.09500%	2.40500%	6.50000%
Taylor	NAV	TL	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.26500%
<b>TEMPE</b>	<b>MAR</b>	<b>TE</b>	6.300%	1.800%	8.100%	4.09500%	1.17000%	5.26500%
Thatcher	GRA	TC	6.100%	3.500%	9.600%	3.96500%	2.27500%	6.24000%
Tolleson	MAR	TN	6.300%	2.500%	8.800%	4.09500%	1.62500%	5.72000%
Tombstone	COH	TS	6.100%	3.500%	9.600%	3.96500%	2.27500%	6.24000%
Tonopah	MAR	TO	6.300%	0.000%	6.300%	4.09500%	0.00000%	4.09500%
<b>TUCSON</b>	<b>PMA</b>	<b>TU</b>	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.26500%
Tusayan	COC	TY	6.900%	2.000%	8.900%	4.48500%	1.30000%	5.78500%
Wellton	YMA	WT	6.712%	2.500%	9.212%	4.36280%	1.62500%	5.98780%
Wickenburg	MAR	WB	6.300%	2.200%	8.500%	4.09500%	1.43000%	5.52500%
Willcox	COH	WC	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Williams	COC	WL	6.900%	3.500%	10.400%	4.48500%	2.27500%	6.76000%
Winkelman	PNL	WM	6.700%	3.500%	10.200%	4.35500%	2.27500%	6.63000%
Winslow	NAV	WS	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.91500%
Youngtown	MAR	YT	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.04500%
Yuma	YMA	YM	6.712%	1.700%	8.412%	4.36280%	1.10500%	5.46780%

**SALES TAX RATES**

City	County	City	CONTRACTING SALES			LESS 35%		
			State & County	City	Total State, county & city	State & County	City	Total State, county & city
<small>AZ-DOR</small>								
<b>BOLD=Non-Program City</b>								
<b>Effective March 1, 2016</b>								
Arizona	AZ		5.600%			3.64000%		
County: Apache	APA		6.100%			3.96500%		
County: Cochise	COH		6.100%			3.96500%		
County: Coconino	COC		6.900%			4.48500%		
County: Gila	GLA		6.600%			4.29000%		
County: Graham	GRA		6.100%			3.96500%		
County: Greenlee	GRN		6.100%			3.96500%		
County: La Paz	LAP		7.600%			4.94000%		
County: Maricopa	MAR		6.300%			4.09500%		
County: Maricopa(Indian Community)	MAO		6.300%			4.09500%		
County: Mohave	MOH		5.850%			3.80250%		
County: Navajo	NAV		6.100%			3.96500%		
County: Pima	PMA		6.100%			3.96500%		
County: Pinal	PNL		6.700%			4.35500%		
County: Rio Nuevo/Pima	PAD		6.100%			3.96500%		
County: Santa Cruz	STC		6.600%			4.29000%		
County: Yavapai	YAV		6.350%			4.12750%		
County: Yuma	YMA		6.712%			4.36280%		
AZDOR		DOR	5.600%			3.64000%		

LET US PROTECT WHAT IS IMPORTANT TO YOU

*Shade 'n Net*

### Shade 'N Net Maintenance Information

Once a structure and/or net has been installed in compliance with the manufacturer's specifications, there isn't any required maintenance. However there are some basic recommendations from the Manufacturer to ensure the continued enjoyment of your product:

- If the structure is installed in an area where snow may accumulate on the netting, or where severe wind and storms such as hurricanes and tornados occur, it is recommended that the net be removed temporarily until that season has passed. To avoid damaging the net material, do not store the netting material on the ground.
- Keep vehicles, maintenance equipment and other objects from striking or damaging the powder coated surfaces of the steel as a scratch or dent could allow moisture to rust the steel more quickly. Bollards may be installed when there are concerns about vehicle damage or if structure is used to shade large equipment.
- Be aware of sprinklers systems that may regularly spray the steel and cause undue damage to the powder coating.
- Don't hang objects or signs from the steel using ropes, cable or zip tie straps. Consult with Manufacturer for possible hanging methods that won't void the warranty or damage the structure.
- Column pads may be ordered at any time as a preventative measure against injury and help protect children from coming into contact with steel columns during play activities.
- Keep all sharp-edged and pointed objects, open flame and other hot items (such as lights) from touching the netting material as it may cause damage and hinder the lifespan and effectiveness of the net.
- Take all necessary precautions to prevent vandalism.
- Contact your salesperson at the first sign of damage to keep downtime and repair costs to a minimum.

If you have further questions or concerns about maintaining or using your new shade structure or shade sail or if you wish to order additional structures, please contact your salesperson or call the Shade 'N Net Office at 602-484-7911 or 800-290-3387. This document is not your warranty document, please request that separately.

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

Will members be required to sign supplemental end-user agreements (sales or 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**.

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

[Work Orders]

See following page(s).

AN AMERICAN LEADER IN SUN/UV PROTECTION



Shade'n Net

ATTN: Kevin Snipes  
Email: ksnipes@fh.az.gov  
PHONE # :

Oct 25th, 2016

**PROPOSAL FOR: Town of Fountain Hills**

**PROPOSED FOR: Golden Eagle Park. Scope of work would involve the fabrication and installation of one 24' x 40' High Density Polyethylene Turquoise Replacement Net.**

To Supply Shade Cover	: \$ 2,640.00
To Dig & Pour Concrete Footings	: \$ N/A
Install, Del'y, Travel Costs	: \$ 320.00
Haul Dirt Off-Site	: \$ N/A
Engineering Doc's ( if obtaining permit )	: \$ N/A
Total	: \$ 2,960.00 + sales tax

**Del'y 2 - 3 weeks Warranty : Galvanizing - 20 yrs., Powder-Coating - 5 years, Shade Cloth - 8 year manufacturer's warranty. Engineering, Calcs & Permit fees would involve additional costs, should client opt to obtain a permit. (\* Dirt can be piled within a 80' radius from work site at no cost)**

**ATTRACTIVE AND ECONOMICAL - The netting comes in a choice of brilliant colors. The standard coating for the steel components is Powder Coating for strong corrosion resistance. Hot Dip Galvanizing is also available as an option, to maximum corrosion resistance of your structures. Unique Cable-Tension Design allows for much larger spans with fewer support columns, resulting in less costs.**

**SUN AND HAIL PROTECTION - High Density Polyethylene shade fabric offers both sun and hail protection due to it's U.V. stabilized property. The cloth has been stentered for durability in the most intense summer heat, and blocks up to 99% of harmful UV rays.**

**MODULAR - The structures are pre-manufactured. This allows quick and effective installation, minimizing any disruptions to normal on-site business activity. Structures can accommodate conventional lighting, overhead fans, signage, misting systems, etc.**

**ENGINEER DESIGNED - The structures have been designed by professional engineers to conform to local building codes, and withstand severe wind loads.**

**FIRE RATING - E / 84 - CLASS A - Horizontal. NFPA 701**

**Should you have any questions or require further information please contact us for prompt attention.**

**Yours in sun protection,**

**( please visit our website [www.shade-n-net.com](http://www.shade-n-net.com) )**

**Dean Swingle, Shade' N Net**