



# Shade 'N Net Proposal/Contractual Agreement

This is a legal agreement once signed. Complete and initial all pages.

Purchaser: <b>City Of El Mirage</b> Contact: <b>Marcus Johnson</b> Title:		City/District: <b>Phoenix</b> Quote#:		Remit payment to Manufacturer: <b>Shade 'N Net</b> <b>5711 Washington</b> <b>Phoenix, AZ 85043</b>	
Sales Rep: <b>JJ Morse</b>		Phone: <b>480-435-8056</b>		Email: <b>JJ@Shade-N-Net.com</b>	
<b>Billing Information</b> City of El Mirage 10000 N. El Mirage Road, El Mirage, AZ 85335		<b>Shipping Information</b>		<b>Jobsite Information</b> <b>Fire</b>	
Phone:		Contact:		Contact:	
Fax:		Phone:			
Email:		Fax:		Fax:	
Dates:		Method for Completion:		Notes:	
Proposal Date: <b>July 1, 2021</b>		<input checked="" type="checkbox"/> Install			
Order Date:		<input type="checkbox"/> Ship			
Revised Date:		<input type="checkbox"/> Deliver			

**PRICING - Mohave contract # 20Q - Shade - 0402**

DESCRIPTION	PRICE
55' x 65' x 14' Extreme Span with 4 columns	\$ 48,405.50
(3) 7' curtains	\$ 2,964.50
Installation and footings, equipment rental, and Dirt Haul	\$ 18,724.00

## ACCESSORIES & MISCELLANEOUS

QTY	ITEM	DETAILS	COST
	Full Court Structure and Install		\$ 70,094.00
	Equipment Rental		\$ Included
	Engineering/Estimated Permit Processing Fees		\$ 3,038.75
	Dirt Haul		\$ Included
	Permit Prep		\$ 400.00
	Private Locate		\$ 400.00
	Subtotal		\$ 73,932.75
	Sales Tax 6.045%		\$ 4,469.23
<b>TOTAL PRICE</b>			<b>\$ 78,401.98</b>

### PAYMENT TERMS:

- (1) Upon execution of the Agreement (50% Deposit)
- (2) Upon delivery of materials to the jobsite

### NOTES:

Permit Fees are a direct pass through to you.

## GENERAL SCOPE OF WORK

STRUCTURE DETAILS			JOB REQUIREMENTS		
Fabric Type	Comm95		YES	NO	
Fabric Color	TBD		X		Dirt removal
Steel Color	TBD			X	Concrete/Asphalt cutting
Post Fixing Method	Plated Anchor Bolt			X	Concrete truck access
Entry Height	14 ft			X	Other equipment access
Wind load	90 mph			X	Removal of existing system or posts
Snow load	N/A			X	Curb repair
Depth of Artificial Surfacing				X	Landscaping Repair
PRICING INCLUDES					
YES	NO				
X		Installation (based on a standard mobilization)		X	Trenching
	X	Shipping and Handling		X	Site plan approval
X		Sales Tax		X	Site survey
X		Engineered Drawings		X	Special inspection
	X	Unforeseen underground obstacles		X	Permits
	X	Permit Fees		X	Soil tests
X		Permit Processing		X	Barricades or Fencing
	X	Hand Holes for Electrical or Lighting Fixtures		X	Union wages / Prevailing wages
	X	Payment & Performance Bonds			Certified payroll
					Other :

### SITEPLAN & OTHER INSTALLATION DETAILS (PLEASE ALSO ATTACH PHOTOS TO THIS DOCUMENT)

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## GENERAL TERMS, CONDITIONS AND WARRANTY

- 1) **Proposal:** The attached proposal is valid for 30 (thirty) calendar days from proposal date. After 30 days, Shade 'N Net reserves the right to increase prices due to a rise in costs of raw material, fuel or other increases.
- 2) **Parties:** The two parties included on this agreement are: the Purchaser and the Manufacturer. Purchaser (also refers to the end-user "Owner" in the event of a third-party purchaser) agrees to purchase and Shade 'N Net (also referred to as "Manufacturer") agrees to provide shade systems +and other services as detailed and agreed to under "Pricing" and "General Scope of Work" between the parties.  
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- 3) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement) which is accepted by Shade 'N Net, the Purchaser identified above agrees to purchase shade structure(s) ("structures") and the services to be provided by Shade 'N Net as detailed in the "Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by Shade 'N Net, for use by Purchaser.
- 4) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" or "Pricing" sections, this agreement does not include labor or materials for any of the following work: (a) Removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) Moving/Removing Purchaser's property; (c) Labor or materials required to repair or replace any Purchaser-supplied material; (d) Repair of concealed underground utilities not located on prints supplied to Shade 'N Net by Purchaser during the bidding process, or physically staked out by Purchaser which is damaged during construction; (e) Repair and/or replacement of artificial groundcover including but not limited to rubberized surfacing, artificial turf, concrete, cement and asphalt, regardless of age of the surface, that is damaged during construction; (f) Repair of damage to existing any other surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction. Any other work not specifically addressed in this agreement, is otherwise deemed excluded.
- 5) **Bonding Guidelines:** Due to Surety requirements, any Performance and/or Payment Bond that may be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document between Shade 'N Net and the Purchaser, which will be executed at the time of the completion of the work.

If Purchaser will use or provide the structures and services for an Owner other than Purchaser (including, without limitation as a subcontractor of Purchaser), Purchaser will include the following statement in Purchasers contract with Owner:

*"The manufacturer's warranty for the Shade 'N Net brand structures is a separate document between Shade 'N Net and the ultimate owner at the time of completion of the installation and other services to be provided by Shade 'N net. Due to surety requirement, any performance and/or payment bond will cover only the first year of Shade 'N Net's warranty."*

If Shade 'N Net is awarded the contract for this project, please include the above statement in the contract.

- 6) **Insurance Requirements:** Shade 'N Net is not required to provide any insurance coverage in excess of the Manufacturer's standard insurance. A copy of the standard insurance is available for review prior to acceptance of this agreement.

**Payment:** All terms of payment are defined here and under "Pricing" and are specific to this contract. All payments must be made to Shade 'N Net at 5711 W. Washington Street, Phoenix, AZ 85043. Payments can be made by cash, check, debit/credit card, wire transfer, and government funds. A deposit totaling 50% of the Total Price amount is required to begin fabrication. The remaining balance is due in full according to the terms of this agreement i.e. when: (a) the order arrives at its shipping destination location; (b) when the order is picked up from Shade 'N Net; or (c) when substantial completion of the order has occurred, whichever happens first. "Substantial Completion" is defined as being the point at which the Structure or order is suitable for its intended use, or the issue of an occupancy certificate, or a final building inspection approval is issued, whichever occurs first. In any event where "substantial completion" cannot be effected due to delays or postponements caused by the Purchaser or any other party that is not Shade 'N Net, final payment (less 10% retainer) is due immediately on the date when "substantial completion" would have been, had the delay not occurred. If the Purchaser fails or delays in making any payments, Shade 'N Net may postpone the fulfillment of its obligations hereunder until such payments are made, or Shade 'N Net may be relieved of its obligations hereunder if payment is past due.

If Purchaser's order is marked for Pick Up at Completion, Shade 'N Net will notify when ready. From date of notification, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and **Storage Fees** will be imposed in the amount of \$125 on the Monday of each week thereafter until the structure has been picked up. The balance owed must be paid in full at the time of pick up. The grace period for payments does not apply to orders with storage fees.

Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, a \$500 re-mobilization charge will be charged for each return trip. Other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a **Late Fee** of 1.5% of total balance owed per each month that a balance remains outstanding. Shade 'N Net reserves the right to use all remedies available under current laws, including but



not limited to, filing of liens against the property, using a collection agency or the courts to secure the collection of the outstanding debt. Purchaser agrees to pay any additional cost or fees associated with collecting on the debt.

In all cases, if payment is not made in full according to the terms of this agreement, all warranties are void.

- 7) Lien Releases: In accordance with State laws, Shade 'N Net reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens. Upon request by Purchaser and based on the payments made-to-date, Shade 'N Net may issue appropriate partial lien releases prior to receiving final payment from Purchaser. Shade 'N Net will provide a full release of liens upon receipt of final payment.
- 8) Site-plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying are specifically excluded from this contract unless specified under "Pricing" or "General Scope of Work". Shade 'N Net does not in any way guarantee or represent that a permit/site plan approval for construction will be obtained. If sealed engineered drawings are required but not included in the "General Scope of Work", there will be an additional cost. If Shade 'N Net has processed a request for Site Plans, Engineering drawings, permits, surveys, etc, on behalf of Purchaser, Purchaser agrees to pay for any additional charges even if the order is later changed, cancelled or postponed. All expenses incurred on behalf of Purchaser (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 9) Manufacturing & Delivery: Manufacturing lead time from acceptance of this agreement is approximately 4 to 8 weeks for standard products, and 8 to 12 weeks for custom products. Shade 'N Net is not responsible for delays caused by municipalities or permit processing and the wait time is excluded from these delivery windows. Delivery of unit(s) may occur prior to or at start of installation.
- 10) Sail Structures: (If ordering a sail structure, this section must be initialed prior to sail structures being fabricated.) Purchaser has initialed here indicating awareness that sail systems will and do have excessive scalloping and curved edges due to the nature of being a cable-tensioned system. Once completed, the gaps may appear larger than expected and Purchaser has agreed to proceed with sail system order. Initials \_\_\_\_\_
- 11) Concealed Conditions/Hard Dig Circumstances include, but are not limited to, water, gas, sprinkler, electrical and sewage lines, communication and cable lines, post tension cable, steel rebar, obstructions and soil conditions, etc. This agreement is based solely on observations Shade 'N Net was able to make either by visual inspection or by drawings and/or plans submitted by Purchaser at the time this agreement was bid. If additional concealed conditions are discovered once work has commenced which were not visible at the time this proposal was bid, Shade 'N Net will stop work and point out these unforeseen concealed conditions to Purchaser until Purchaser and Shade 'N Net can execute a change order to account for the charges for any additional time delays and work. In any event, any delays and/or damage caused by or to unforeseen concealed conditions is the sole responsibility of the Purchaser. Shade 'N Net shall not be held liable for any such delays and damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliches, bedrock, etc.), obstructions, rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser in the bidding process. Any condition requiring additional labor, equipment and/or materials to complete the drilling or concrete operations will require Purchaser to agree to charges on a change order before Shade 'N Net will continue the process.
- 12) Site/Use Review by Purchaser/Collisions with Posts: Shade 'N Net relies on the Purchaser to determine that the structure(s) ordered are appropriate and safe for the Purchaser's installation site and/or intended use. Shade 'N Net is not responsible for damages or injuries resulting from moving objects or persons colliding with the structure post(s). Shade 'N Net recommends ordering padding for the posts.
- 13) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by Shade 'N Net. If agreed to by Purchaser, then a change order form must be completed and signed by both the Purchaser and Shade 'N Net and will detail the "General Scope of the Change Order". Additional deposit monies may be required by Shade 'N Net for significant changes. Once the change order has been signed, Shade 'N Net will execute the Change Order and perform all the work as required. Should any change order be essential to the completion of the project and the Purchaser refuses to authorize such change order then Shade 'N Net will be deemed to have performed its part of the project and the project will be terminated. Upon such termination, Shade 'N Net will submit a final billing to Purchaser for immediate payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied which will remain the property of the Purchaser.
- 14) Returned Orders, Deposits and/or Cancelled Orders: Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 50% restocking fee. No returns are permitted after 45 day period. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation.
- 15) Installation/Assembly on-site: Purchaser must provide Shade 'N Net with a detailed drawing showing exactly where the structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s) that the structure(s) is/are to be assembled over i.e. playgrounds, pools etc., must also be detailed, along with their peak heights (if applicable). Prior to installation, Purchaser is responsible to trim or remove any trees, tree branches, brush or other landscaping that interferes with installation of the structure.

Installation pricing: (a) is based on a standard mobilization charge. "Standard Mobilization" means the minimally required number of trips for the type of services ordered in the normal course of doing business, where no unexpected events occur. If additional mobilization is needed, there will be additional charges. (b) is based on a drill pier footing, unless specified otherwise. Any variation will incur additional charges (i.e. spread footings, additional concrete, sand, water, etc.) (c) assumes Shade 'N Net will have unrestricted access to the jobsite Monday thru Friday from sunrise to 6pm, and that installers will have access to water and electrical facilities during installation. Additional charges will apply if utilities are unavailable; (d)



assumes all items in the work area will be moved prior to installers beginning any construction;(e) excludes moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation. Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay are the Purchaser's responsibility unless these obstructions are detailed on as-built site drawings or marked on the ground prior to fabrication and installation.

- 16) Access to jobsite: Purchaser shall provide Shade 'N Net with access to the installation site free and clear of debris, automobiles or other interference during the hours of assembly between sunrise to 6:00 p.m. on normal weekdays. Shade 'N Net is also to be allowed access to electrical and water facilities during assembly. Shade 'N Net will notify Purchaser of the scheduled installation date as soon as the installation can be scheduled and will obtain permission to head out to the jobsite. Purchaser agrees to have a representative on their behalf meet the installation crew at the job site to verify the exact location that each unit is to be placed. Once a Shade 'N Net crew arrives on site to begin installation, if the Purchaser or any on-site personnel refuse entry, or stop the installation after it has begun, a re-mobilization charge will be charged for the return trip and other charges may apply for jobsite delay if the crew is waiting more than 30 minutes, not allowed to continue.
- 17) Site Preparation: Purchaser is responsible to turn off sprinklers and irrigation prior to Shade 'N Net arrival on site. The ground needs to be dry enough that equipment like bobcats will not leave ruts in the ground. If Purchaser needs more time to dry out the ground, Shade 'N Net should be notified as early as possible. Where installation/assembly is part of the "General Scope of the Work" and in the event that the foundation or job-site is not suitable or ready to begin on the scheduled day, notification must be sent to Shade 'N Net at least 2 working days prior to the installation date, to allow Shade 'N Net to reschedule the project. In the event that Shade 'N Net is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to the Purchaser before Shade 'N Net will reschedule.
- 18) Delegation to Subcontractors: The manufacturing and assembly of the shade systems may be performed by subcontractors under appropriate agreements with Manufacturer.
- 19) Surcharges: When applicable, Shade 'N Net reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel and concrete. Due to the duration of proposals and contracts, Shade 'N Net reserves the right to implement this surcharge at any time when raw material cost increases warrant it.
- 20) Short Ship Claims: Purchaser has 7 calendar days from receipt of goods to file a short ship report to their sales representative in writing. Claims made after this time will not be honored.
- 21) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Shade 'N Net and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the structure(s) or performance of the services, provided that such a claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose action they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.
- 22) Force Majeur for Impracticability: Shade 'N Net shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade systems when such failure or delay is due to any case beyond the control of Shade 'N Net or due to compliance with regulations or orders of any federal, state or municipal government or due to any Act of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 23) Jurisdiction: This contract will be governed by the laws of the State of Arizona. If, at any time, any part of this contract is deemed unenforceable, only that section will be excluded and all other terms of this agreement remain in full force.
- 24) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered by the American Arbitration Association in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 25) E-Verify Requirements: To the extent applicable under ARIZ. REV. STAT. §41- 4401. Shade 'N Net and its subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT §23-214(A).

When specifically applicable to the parties of this agreement: (a) Shade 'N Net or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by a government agency; (b) Shade 'N Net agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes; (c) Government agencies retain the legal right to randomly inspect the papers and records of Shade 'N Net and its subcontractors who work based on the Agreement to ensure that Shade 'N Net and its subcontractors are complying with the above-mentioned warranty; (d) Shade 'N Net and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the appropriate government agency;(e) Shade 'N Net and its subcontractors shall cooperate with government agency random inspections including granting entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.



- 26) Compliance with A.R.S. §35-391.06 and 35-393.06: Shade 'N Net certifies that it does not have, nor will it for the duration of the contract have scrutinized business operations in Sudan or Iran in A.R.S. § 35-391.06 and 35-393.06.
- 27) Cancellation for Conflict of Interest: This agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- 28) This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that all details, terms and components are contained within this agreement. Anything not written in this agreement is specifically excluded.
- 29) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Shade 'N Net. The agreement shall be binding upon and insure to the benefit of Shade 'N Net and the Purchaser, their successors and permitted assigns.
- 30) Warranty Limitations of Liability:
- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
  - The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
    - All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
    - Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
    - This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
    - The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
    - Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
    - Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
    - Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
    - In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
    - Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
    - The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
    - Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
    - Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
    - In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.
- 31) Warranty for Fabric:
- The fabric used carries a 10-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or significant discoloration except for Red and Yellow fabrics which carry a 3-year limited warranty. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years (i.e. 82%, 64%, 46%, 28%). If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.
  - The Shade 'N Net warranty covers fabric tops up to 40 feet in length. Fabric tops over 40 feet in length are covered by a non-prorated 5-year warranty.
  - Protective column pads are warranted for 1 year.

- This warranty shall be void if damage to the shade fabric is caused by contact with sharp edges, chemicals, misuse, vandalism, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are only warranted for winds and gusts up to 90mph and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

32) Warranty for Steel:

- The structural integrity of the steel is warranted for 15 years.
- Workmanship and painted surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

33) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread, will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

I affirm that I understand and agree to the terms of this agreement. Executed as of the date below:

**PURCHASER:**

**FOR SHADE 'N NET:**

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Printed: **JJ Morse**  
 Title: *Business Development*  
 Date: \_\_\_\_\_

**\*\*This document must be signed by both Purchaser and Shade 'N Net to be valid.**



**NOTIFICATION OF AWARD LETTER**

March 12, 2021

**Sent this day via email to [rudym@shade-n-net.com](mailto:rudym@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 20Q-0107. Attached is a copy of the Mohave signed *Bid and Acceptance Form*. 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 an "MESC Reviewed" purchase order.**

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

The procurement file for IFB 20Q-0107 was made available for public inspection on March 10, 2021.

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, contact information, or other information about your contract. Email back any changes as soon as possible to [mike@mesc.org](mailto:mike@mesc.org).

**Your contract number is 20Q-SHADE-0402 and will take effect on April 2, 2021.**

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

A handwritten signature in black ink, appearing to read 'Michael Nentwig', with a horizontal line extending to the right.

Michael Nentwig, CPPB  
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 #20Q-SHADE-0402.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
  - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
  - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
  - Promotional Pricing 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.
- Michael S. Carter, CPPB, NIGP-CPP will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Michael S. Carter, CPPB, NIGP-CPP - [michael@mesc.org](mailto:michael@mesc.org) after the contract effective date of April 2, 2021. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- 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:

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

- 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 16D-SHADE-0401.**
- 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 16D-SHADE-0401 should be reported on 16D-SHADE-0401 reconciliation reports until completion of the project.
  - Blanket purchase order invoices with a ship date prior to, or on April 1, 2021 should be reported on the 16D-SHADE-0401 reconciliation report.
  - New purchase orders issued under the 20Q-SHADE-0402 contract should be reported under 20Q-SHADE-0402 reconciliation reports.
  - Blanket purchase order invoices with a ship date after April 1, 2021 should be reported on the 20Q-SHADE-0402 reconciliation reports.
- Administration fee payments should be mailed to:

Mohave Educational Services  
625 E. Beale St.  
Kingman, AZ 86401
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to April 2, 2021. 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 2, 2021. 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 2, 2021, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to April 2, 2021 **is a violation of the contract.** Please ensure that your staff is aware of the effective date April 2, 2021, in order to avoid contract confusion.
- 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 26, 2021.**

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

**IFB 20Q-0107  
Pre-engineered 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)**

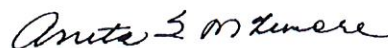
**Your Bid is Hereby Accepted:**

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. Your firm has been awarded all products and services, unless noted in your Notification of Award Letter.

This contract shall be referred to as Contract Number 20Q-SHADE-0402

Awarded this 10 day of March 2021.

This contract shall be effective the 2 day of April 2021.



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