



# 20N-GAI3-0202 Table of Contents

## General Acrylics, Inc.

### Response to IFB 20N-1112

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**Mohave Educational Services Cooperative, Inc.**

**IFB 20N-1112**

**Bid Date & Time:**

**November 12, 2020 @ 3:00 pm (local Arizona Time)**

**Submitted By:**

**General Acrylics, Inc.  
22222 North 22<sup>nd</sup> Avenue  
Phoenix, Arizona 85027**



1

- Bid and Acceptance
- Terms and Conditions
- Scope of Work
- Specification Documents
- Bid Bond
- Bonding Capacity
- Anti-Lobbying Certificate
- USDA Form AD-1048

2

- Primary Vendor Information

3

- Pricing Information

4

- Supporting Contract Document

5

- Additional Information

# TAB 1

1a

Confidential/Proprietary Submittal Form  
(Place after Tab 1a)

**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittals (mark one):

No confidential/proprietary materials have been included with this bid.

Confidential/proprietary materials have been included with this bid. Bidder shall identify below any portion of their bid deemed confidential or proprietary (see General Terms and Conditions 7. Confidential Information).

*Note that any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.*

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the bidder and Mohave prior to any public disclosure. Requests to deem the entire bid or pricing as confidential shall not be considered.

---

General Acrylics, Inc.

Firm

Authorized Signature

*[Handwritten Signature]*  
President

1b

1c

**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:** In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation 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 party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

**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.

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**(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 (contract modification). 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:** If it appears that any person has not complied with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part, if Mohave determines that any person or contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded 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.

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**(Place after Tab 1c)**

**4.10. Contract vendor offerings:** Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

**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.

**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 and that the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred. 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.
- 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.

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**(Place after Tab 1c)**

- If applicable to the products and services offered under this contract, Bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPPA.

**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 of contract(s), with the exception of information deemed confidential by Mohave.

**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.

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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.

**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.

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- 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.

**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 470 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 6) 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

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

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

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

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

**12.7. 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.

**12.8. 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.

**12.9. Price workbook:** All bidders must complete the 20N Sports Courts: New, Repair and Maintenance workbook titled "**20N Sports Courts.xlsx**". Failure to complete and submit the 20N Sports Courts: New, Repair and Maintenance workbook shall render your bid nonresponsive. The original, unlocked Excel formatted pricing workbook shall be uploaded to ProcureNow. In addition, your pricing workbook, your pricing schedules and any additional requested pricing shall be submitted after Tab 3a in a searchable PDF format with your bid. If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

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

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**12.11. 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.

**12.12. 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.

**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 (i) (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)

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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.gov/employers/enrolling-in-e-verify>]

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.

- 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. Procurement of recovered material:** Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

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**(Place after Tab 1c)**

**13.12. Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

**13.13. Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

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

**13.15. Compliance to USDA solicitation requirements:**

- Bidder certifies that all pricing in their bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.
- Bidder agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the bidder, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the bidder shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.
- Bidder agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
- Bidder shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Bidder shall comply with the provisions of the Consumer Product Safety Act.
- Bidder shall disclose all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The bidder shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- Bidder shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).

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**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.

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**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. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

**17. BID ACCEPTANCE PERIOD/WITHDRAWAL**

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

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

**18. ORDER OF PRECEDENCE**

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

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

**19. ORDERING CYCLE**

**19.1. Acceptance of orders:** This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

**19.2. Audit of contract activity:** Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

**19.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**19.4. Open order and status reports:** Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

**19.5. Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

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**19.6. Purchase verification:** It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

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

**20. PAYMENT**

**20.1. Contacting member about payment:** Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

**20.2. Contract vendor invoice:** All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

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

**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.

**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

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or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.

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

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

### **23. PROSPECTIVE BIDDERS REGISTRATION**

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

### **24. PROTESTS**

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<https://azsos.gov/rules/arizona-administrative-code>). *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Due to Mohave staff working from home, reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Invitation for Bid. 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 Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

### **25. RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a

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demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

**26. SAFETY STANDARDS**

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

**27. SHIPPING**

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

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

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

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

**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.

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

**30. TIME (DEFINITION OF)**

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

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

**1. BID SECURITY**

**1.1. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated in "*Bid Bonds and Bonding Capacity.*"

**1.2. Form of bid security:** Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), ARS §34-608 and §41-2573]. Bid security may be provided using the form found in this IFB, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

**2. CHANGE ORDERS**

**2.1. Adherence to specifications and drawings:** The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

**2.2. Change order requirement:** Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

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

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave.

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

**3. CONSTRUCTION CONTRACTS**

**3.1. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.

**3.2. Member delays:** As required by ARS §15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

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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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**(Place after Tab 1c)**

**6. DELIVERY OF CONSTRUCTION MATERIALS**

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

**7. INSURANCE**

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

**8. LABOR PRACTICES**

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

**9. LIQUIDATED DAMAGES**

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed

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

statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

**10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE**

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

**11. MEMBER COSTS**

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

**12. PERFORMANCE AND PAYMENT BONDS**

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

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

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

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

**13. PROGRESS PAYMENTS**

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

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

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

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

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

**13.3. Subcontractor notification:** A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress

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

payment made to the prime contractor [R7-2-1105 (C) and ARS §41-2577 (C) and as applicable in ARS §34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

**14. PROJECT ADVERTISING**

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

**15. PROJECT COMPLETION**

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

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

**16. PUBLIC WORKS**

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

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

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

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

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

**17. RETENTION**

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

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

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.)*

1d

**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**. The original bid bond/alternate bid security in the amount of \$100,000 is to be mailed to Mohave Educational Services Cooperative, Inc. 625 E. Beale Street, Kingman, Arizona 86401 in a sealed envelope with IFB 20N-1112, offeror's name, mailing address, and IFB's due date and time clearly indicated on the envelope or package. The bid bond/alternative bid security shall be sent to Mohave's Kingman office by United States Postal Service Mail. The original bid bond/alternate bid security should be received by the IFB's due date and time.

A copy of the bid/bond/alternative bid security in the amount of \$100,000 shall be included in your electronic bid response. ***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 \$600,000. 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.

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

**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.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

**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.

**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. Certificate:** Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverage's as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

**Certificate (or certificates if using multiple carriers) shall include, at a minimum, coverage for:**

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Any costs for adding a member as an additionally insured entity shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity shall be provided at no additional cost.

**Provide evidence of current insurance coverage after Tab 2c.**

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

**6.3. 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.

**6.4. 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.

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

**6.5. 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.

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

**7. MAINTENANCE FACILITIES AND SUPPORT**

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

**8. MANUFACTURER SUPPORT**

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

**9. MEMBER AGREEMENTS**

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. 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 price adjustment.
  - Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the bidder.
  - Any contingencies for economic price adjustments shall 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.

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**(Place after Tab 1d)**

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 allowed contingencies for economic price adjustment outlined in the bid. If allowed contingencies for price adjustment occur, contract vendor shall 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 will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).

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

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

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

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**(Place after Tab 1d)**

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

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

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

- Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.
- Mobilization charges are for the movement of equipment to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

**11. SITE REQUIREMENTS**

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

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

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

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**(Place after Tab 1d)**

must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

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

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

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

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

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

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

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

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**(Place after Tab 1d)**

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 (contract modification) exists unless and until contract vendor is so notified by Mohave.

**13.2. Contract extension (contract modification):** Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).

**13.3. Month-to-month extensions (contract modification):** Mohave reserves the right to offer month-to-month extensions (contract modification), 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;

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

- 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.

**14.6. Warranty work:** The contract vendor shall perform all warranty work and remain available to the member should continue 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.)*

1e

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

**1. DESCRIPTION**

In order to gain economies of scale, Mohave is formally soliciting sources for construction of new outdoor sports courts. Or upgrade, repair or maintenance of existing outdoor sports courts. Outdoor sports courts include, but not be limited to tennis, basketball, pickleball, four square or volleyball as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 470 public agencies. However, other members may be added during the term of an awarded contract(s). 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 (contract modification).

The scope of work/services and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or of sports courts. 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.

• **Arizona Registrar of Contractors License clarification:**

- Specification 1.1.10 requires an awarded vendor to have and maintain a current Arizona Registrar of Contractors license in order to utilize subcontractors with a similar license. This information was confirmed via an email with the Licensing Department of the Arizona Registrar of Contractors. Bidders shall provide evidence that they have a current A General Engineering license or are in the process of being awarded a license by the Arizona Registrar of Contractors.
- Bidders that are in the process of applying for a contractor's license, shall provide in Tab 2b a copy of the Arizona Registrar of Contractors application receipt with pending number included. An awarded contract will be contingent on successful award of an identified Arizona Registrar of Contractors License.

One contract vendor holds Mohave's current contract for the specified products and services. Activity under the contract from 2/1/2016 including year to date activity (as of the publication date of this IFB) is \$5,316,750. 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.

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

**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                                | October 15, 2020                                                                                                                                                                   |
| Pre-bid Conference Held                                  | Wednesday, October 28, 2020 Date at 10:00 a.m. (local AZ time)<br><br>Pre-bid conference will be held using telephone conferencing. Please contact Mohave for reservation details. |
| Deadline for Questions                                   | November 5, 2020 at 5:00 p.m. (local AZ time)                                                                                                                                      |
| Published IFB Due Date and Time                          | November 12, 2020 at 3:00 p.m. (local AZ time)                                                                                                                                     |
| Public Opening of Bids                                   | November 12, 2020 at 3:00 p.m. (local AZ time)                                                                                                                                     |
| Notice of Intent to Award ( <i>estimated date only</i> ) | January 4, 2021<br><br>NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.                                                       |
| Execution of Contract(s) ( <i>estimated date only</i> )  | 2/2/2021                                                                                                                                                                           |

**3. SUBMISSION OF BIDS**

- 3.1.** Bids should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form*.
- 3.3.** A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

**4. CONTRACT TYPE**

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

**5. AWARD CRITERIA**

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

- 1) Pricing Information:** Excel pricing workbook completed and uploaded to ProcureNow. Completed price schedules, additional requested price information, market basket pricing data (in searchable PDF format), pricing methodology, volume discount information, quick pay discount information, Pcard acceptance information, mobilization, travel description and bond methodology;

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

**2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity:** *Bid and Acceptance Form, Confidential/Proprietary Submittal Form, amendments (if any), General and Special Terms and Conditions Acceptance Forms, Standard Terms and Conditions for Construction Acceptance Form, Scope of Work, Specifications with exceptions/deviations noted, Scope of Work and Specifications Acceptance Form, original bid bond/alternate bid security, current single job and aggregate bonding capacity information, Anti-Lobbying Certificate Form and U.S. Department of Agriculture Form AD-1048;*

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

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

**5) Additional Information:** *Instructions to Bidder and Checklist Form, descriptive literature, slicks and any other supporting documents.*

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

Arizona Administrative Code (**A.A.C.**): <https://azsos.gov/rules/arizona-administrative-code>

Arizona Executive Orders: <https://azgovernor.gov/executive-orders>

Arizona Revised Statutes (**ARS**): <https://www.azleg.gov/arstitle/>

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II (**SAAM**):  
<https://gao.az.gov/travel/welcome-gao-travel>

Code of Federal Regulations (**CFR**): [www.ecfr.gov](http://www.ecfr.gov)

Education Department General Administrative Regulations (**EDGAR**):  
<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

E-Verify: <https://www.e-verify.gov/employers/enrolling-in-e-verify>

Davis-Bacon: <https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>

Public Law: [www.congress.gov/public-laws/116th-congress](http://www.congress.gov/public-laws/116th-congress)

Uniform Commercial Code as adopted by the State of Arizona (**UCC**):  
<https://www.azleg.gov/arsDetail/?title=47>

United States Department of Housing and Urban Development (**HUD**): [www.hud.gov](http://www.hud.gov)

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

American National Standards Institute (**ANSI**): [www.ansi.org](http://www.ansi.org)

American Sports Builders Association (**ASBA**): [www.sportsbuilders.org](http://www.sportsbuilders.org)

ASTM International (**ASTM**): [www.astm.org](http://www.astm.org)

Post-Tensioning Institute (**PTI**): [www.post-tensioning.org](http://www.post-tensioning.org)

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

**SPECIFICATIONS**

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

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

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

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

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

| <b>Specifications</b>                                                                                                                                                                                                                                                                                                                                               | <b>Comply</b> | <b>Deviate*</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| <b>1.1 Sports Courts – General Requirements</b>                                                                                                                                                                                                                                                                                                                     |               |                 |
| 1.1.01 Contract vendor shall provide single or multi-sports courts including but not limited to: badminton, basketball, bocce, futsal, hockey, handball, pickle ball, tennis, and volleyball.                                                                                                                                                                       | X             |                 |
| 1.1.02 Contract vendor shall provide new construction, refurbishment, realignment, repair, resurfacing, and maintenance.                                                                                                                                                                                                                                            | X             |                 |
| 1.1.03 New, refinished and realigned sports courts shall meet or exceed the recommended current applicable ASBA guidelines and all ASTM requirements for sports courts.                                                                                                                                                                                             | X             |                 |
| 1.1.04 Demolition and site construction services may be offered as part of a complete sport court project.                                                                                                                                                                                                                                                          | X             |                 |
| 1.1.05 Sport court refurbishment shall include, but not be limited to: reconditioning or replacement of site equipment, fencing, lighting, or surfacing.                                                                                                                                                                                                            | X             |                 |
| 1.1.06 Sports courts realignment shall include, but not be limited to: removal of all or some site equipment, fencing, lighting or surfacing to facilitate the installation of new equipment, fencing, lighting or surfacing to realign the court to a new sport or multiple sports.                                                                                | X             |                 |
| 1.1.07 Contract vendor shall perform the work in accordance with all current applicable federal, state and local laws, regulations, codes, or directives including, but not limited to: ACI, ADA, ASTM, ICC, and ISO. Current applicable specifications of MAG and PAG shall be used, or other Arizona counties or jurisdictions current applicable specifications. | X             |                 |

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

|            |                                                                                                                                                                                                                                                                                                                                                                                                                            |     |  |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
| 1.1.08     | Design and engineering services may be included as part of a complete sport court project. A properly licensed engineer with the Arizona State Board of Technical Registration shall perform engineering services. Proof of registration shall be provided upon request.                                                                                                                                                   | X   |  |
| 1.1.09     | Contract vendor shall provide building permits or as requested by member, contract vendor shall supply all engineering specifications and/or drawings for the member to obtain local building permits. If providing permit include pricing in pricing workbook after Tab 3a.                                                                                                                                               | X   |  |
| 1.1.10     | Contract vendor shall have and maintain, through the life of an awarded contract, the following Arizona contractor's licenses from the Arizona Registrar of Contractors: A – General Engineering. Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).                                                              | X   |  |
| 1.1.11     | Bidders that are in the license application process shall provide evidence on application. An awarded contract will be contingent on a successful award of an Arizona Registrar of Contractors license: A – General Engineering. Provide a copy of the Arizona Registrar of Contractors application receipt with pending number after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6). | N/A |  |
| <b>1.2</b> | <b>Court Foundation and Slab Requirements</b>                                                                                                                                                                                                                                                                                                                                                                              |     |  |
| 1.2.01     | Concrete shall meet all current applicable and ACI and ASTM specifications and standards.                                                                                                                                                                                                                                                                                                                                  | X   |  |
| 1.2.02     | Waterproof membrane shall be placed under the court's slab as required.                                                                                                                                                                                                                                                                                                                                                    | X   |  |
| 1.2.03     | Underground drainage shall meet engineering requirements for the installation site's soil conditions.                                                                                                                                                                                                                                                                                                                      | X   |  |
| 1.2.04     | In areas with soil conditions that may compromise the integrity of the court, the contract vendor shall not proceed with construction without the recommendations of an engineer whose licensing includes site construction services.                                                                                                                                                                                      | X   |  |
| 1.2.05     | Design and construction of the court shall include drainage and/or channeling of water from underground sources, landscaping or irrigation away from the court.                                                                                                                                                                                                                                                            | X   |  |
| 1.2.06     | Contract vendor may provide a root wall to prevent roots from spreading to the area beneath the court.                                                                                                                                                                                                                                                                                                                     | X   |  |
| 1.2.07     | Flush surface drains shall be installed between courts on multiple court systems when existing site construction or site constraints prevent the courts from being sloped properly.                                                                                                                                                                                                                                        | X   |  |
| 1.2.08     | In building multiple side by side courts, contract vendor shall provide the required safety space between as specified in drawings or plans, and/or as specified in current applicable federal, state, or local building codes.                                                                                                                                                                                            | X   |  |
| 1.2.09     | Post-tensioned courts shall be constructed using, at minimum 4" of ABC compacted base material and 3,000 psi concrete at 5" thickness.                                                                                                                                                                                                                                                                                     | X   |  |
| 1.2.10     | Post-tensioned concrete courts shall use greased and sleeved cables on centers across both directions of the court that meet current applicable ASBA and/or PTI standards.                                                                                                                                                                                                                                                 | X   |  |

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

|                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                   |   |  |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 1.2.11                                                      | The cables shall have tension plates on both ends leaving one end exposed until after the court is poured. After the concrete has been fully cured, the required amount of tension shall be placed on the cables. A final tension shall be required to meet current applicable PTI standards or per project engineer's specifications. The exposed cables shall be cut, and the exit holes patched with concrete. | X |  |
| 1.2.12                                                      | The court shall drain side-to-side or end-to-end, with no crowning. Court shall meet minimum slope and maximum slope as specified in plans and/or drawings.                                                                                                                                                                                                                                                       | X |  |
| 1.2.13                                                      | The court's slab shall be tested for proper leveling and high spots.                                                                                                                                                                                                                                                                                                                                              | X |  |
| 1.2.14                                                      | After the court's slab has cured, or all repairs are completed and dry, a concrete primer and/or sealer shall be applied.                                                                                                                                                                                                                                                                                         | X |  |
| 1.2.15                                                      | Court areas shall be designed with a viewing area.                                                                                                                                                                                                                                                                                                                                                                | X |  |
| 1.2.16                                                      | A source for water and electricity may be included.                                                                                                                                                                                                                                                                                                                                                               | X |  |
| <b>1.3 Sports Courts Playing Surface Requirements</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                   |   |  |
| 1.3.01                                                      | Contract vendor shall apply as many leveling coats as required to meet current applicable ASBA standards. Coating materials and mixtures shall be applied per manufacturer's recommendations.                                                                                                                                                                                                                     | X |  |
| 1.3.02                                                      | Asphalt surfaces shall be prepared and coated as per the manufacturer's specifications.                                                                                                                                                                                                                                                                                                                           | X |  |
| 1.3.03                                                      | Sealer, silica sand and acrylic shall be applied per manufacturer's instructions.                                                                                                                                                                                                                                                                                                                                 | X |  |
| 1.3.04                                                      | For heavy traffic areas, including recreational surfaces, and walk areas, a single-component water based acrylic urethane coating shall be applied.                                                                                                                                                                                                                                                               | X |  |
| 1.3.05                                                      | No coatings shall be applied to any cement base that has sealers or curing agents. Concrete surfaces shall be prepared as recommended by the manufacturer of the water based acrylic urethane coating.                                                                                                                                                                                                            | X |  |
| 1.3.06                                                      | Paint for the white playing lines shall be mixed with rounded silica sand.                                                                                                                                                                                                                                                                                                                                        | X |  |
| 1.3.07                                                      | Placement of playing lines shall be as specified and required by the ASBA.                                                                                                                                                                                                                                                                                                                                        | X |  |
| <b>1.4 Sports Courts Materials and Product Requirements</b> |                                                                                                                                                                                                                                                                                                                                                                                                                   |   |  |
| 1.4.01                                                      | Net posts shall be set in aluminum or PVC sleeves in the concrete foundation.                                                                                                                                                                                                                                                                                                                                     | X |  |
| 1.4.02                                                      | The net posts shall be powder coated over a strong, but hollow metal shaft that houses internal metal winding gears for the tightening of the net. Net posts shall be placed per current applicable ASBA standards.                                                                                                                                                                                               | X |  |
| <b>1.5 Sports Courts Lighting Systems Requirements</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                   |   |  |
| 1.5.01                                                      | Sports courts lighting system installation or alteration shall only be allowed as part of a total project for construction of new, refurbishment and realignment of existing sport courts.                                                                                                                                                                                                                        | X |  |
| 1.5.02                                                      | Sports courts lighting systems shall be as specified in drawings or plans and as approved by member.                                                                                                                                                                                                                                                                                                              | X |  |
| 1.5.03                                                      | All sports courts lighting system installations shall be in compliance with manufacturer's recommendations and meet current applicable federal, state, and local building codes.                                                                                                                                                                                                                                  | X |  |
| 1.5.04                                                      | Sports courts lighting poles shall be available in various diameters, heights and materials (e.g. aluminum or galvanized steel).                                                                                                                                                                                                                                                                                  | X |  |
| 1.5.05                                                      | Installed foundations and footings for sport court lighting poles shall be in compliance with lighting pole manufacturer's recommendations, engineering specifications and meet current applicable federal, state,                                                                                                                                                                                                | X |  |

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

|            |                                                                                                                                                                                                                                                                                                         |   |  |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
|            | and local building codes. Contract vendor shall provide all engineering specifications and/or drawings requested by member.                                                                                                                                                                             |   |  |
| 1.5.06     | <b>Repair of contract vendor's previously constructed sports courts lighting systems is requested.</b> Stand-alone repair or alteration of existing sport court lighting systems is not requested and shall not be allowed under an awarded contract.                                                   | X |  |
| <b>1.6</b> | <b>Sports Courts Perimeter Fencing Requirements</b>                                                                                                                                                                                                                                                     |   |  |
| 1.6.01.    | Sports courts perimeter fencing installations or alterations shall only be allowed as part of a total project for construction of new, refurbishment or realignment of existing sport courts.                                                                                                           | X |  |
| 1.6.02.    | Sports courts perimeter fencing shall be installed as specified in drawings or plans and as approved by member.                                                                                                                                                                                         | X |  |
| 1.6.03.    | All installations shall be in compliance with manufacturer's recommendations and meet current applicable federal, state, and local building codes.                                                                                                                                                      | X |  |
| 1.6.04.    | <b>Repair of contract vendor's previously constructed sports courts perimeter fencing is requested.</b> Stand-alone repair or alteration of existing perimeter fencing is not requested and shall not be allowed under an awarded contract.                                                             | X |  |
| <b>1.7</b> | <b>Sports Courts Maintenance</b>                                                                                                                                                                                                                                                                        |   |  |
| 1.7.01     | Contract vendor shall provide sports courts maintenance to include, but not be limited to: cleaning, power washing, court adjustments, component cleaning and lubrication, component replacement, sub-surface cleaning, replacement of netting, fence cleaning, and court line touch-up or replacement. | X |  |
| 1.7.02     | Contract vendor shall be responsible for providing all cleaning supplies and equipment.                                                                                                                                                                                                                 | X |  |
| 1.7.03     | Contract vendor shall dispose of all generated waste per current applicable federal, state, and local codes or regulations.                                                                                                                                                                             | 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.)*

1f

**Bid Bond**  
**(Place after Tab 1f)**

KNOW ALL MEN BY THESE PRESENTS:

THAT, General Acrylics, Inc.

(hereinafter called Principal), as Principal, and Merchants National Bonding, Inc.

a corporation organized and existing under the laws of the State of Iowa, with its principal office in the city of Des Moines, (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 Oblige) 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 Sports Courts: New, Repair and Maintenance.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 27th day of October, 2020.

General Acrylics, Inc.

PRINCIPAL

SEAL

 BY Jonnie Deremo - President

Merchants National Bonding, Inc.

SURETY

SEAL

 BY Andrew J. Paffenbarger Attorney-in-Fact

Paffenbarger & Walden, LLC  
1819 E. Morten Ave., Ste. 220, Phoenix, AZ 85020  
AGENCY OF RECORD

**MERCHANTS**  
**BONDING COMPANY,**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Alexander Paffenbarger, Andrew J Paffenbarger, Brian R Sawyer, Ronald G Hecksel, Scott Wareing

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of October, 2018

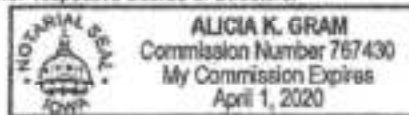


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 2nd day of October, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of October, 2020



*William Warner Jr.*  
Secretary



1819 E Morten Ave  
Suite 220  
Phoenix, AZ 85020  
P 602-212-9160  
F 602-212-9161

February 11, 2020

Re: General Acrylics, Inc.

To Whom It May Concern:

We are pleased to advise that General Acrylics, Inc. is a surety client of our agency. Our research on this firm, combined with their past performance, indicates a company well versed in the construction industry. Considered one of our finest accounts, we highly recommend General Acrylics, Inc. and look forward to providing bonds on their behalf.

Surety credit for General Acrylics, Inc. is provided through Merchants Bonding Company (Mutual), and we are currently prepared to provide bonds on single projects up to \$5,000,000, with an aggregate limit of \$15,000,000. We would look forward to issuing bonds within these guidelines subject to normal underwriting at the time of the bond request, as well as satisfactory review and approval of contract documents.

You understand, of course, any arrangement for bonds on behalf of General Acrylics, Inc. is a matter between contractor, surety, and agency, and we assume no liability to third parties or to you, if for any reason we do not execute said bonds. If you have any questions, or would like to further discuss the qualifications of this fine contractor, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. J. Paffenbarger'.

Andrew J. Paffenbarger  
Attorney-in-Fact  
Merchants Bonding Company (Mutual)

1g

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

**ANTI-LOBBYING CERTIFICATION**

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

General Acrylics, Inc

(Firm Name)

(Signature)

Jonnie Deremo

(Print Name)

President

(Print Title)

(Date Certified)

11-12-2020

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



A copy of OMB standard form LLL; Disclosure of Lobbying Activities is not included as General Acrylics, Inc. has not lobbied (N/A)

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



AZ Contractors # ROC077085/ ROC034868 • NV Contractors # 0059476 • NM Contractors # 30964

1h

UNITED STATES DEPARTMENT OF AGRICULTURE

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

**(Read Instructions on Page Two (IFB Page 16) Before Completing Certification)**

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

General Acrylics, Inc

IFB 20N-1112

Organization Name

PR/Award Number or Project Name

Jonnie Deremo - President

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

 PRESIDENT

11.12.2020  
Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

**U.S. Department of Agriculture Form AD-1048**  
**(Place after Tab 1h)**

**Instructions for Certification (for Form AD-1048)**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (IFB page 15) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

TAB 2

2a

**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. Training of installed equipment;
  - e. Specific value-added services that may benefit members;
  - f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
  - g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

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

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 470 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

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

Yes X No \_\_\_

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

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

3. Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract?

Yes X No \_\_\_

*(Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)*

If "Yes" to Question #3, describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

Most of the work in this contract is very specialized. Therefore, we would only be able to use

Local subcontractors for demolition and excavation. The dollar amount will not matter

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

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

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

Regardless if your firm is providing statewide or regional/county services, complete the chart below to include 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     | 14.2                      | Yes                                     | Yes                                |
| Cochise    | .4                        | Yes                                     | Yes                                |
| Coconino   | 1.7                       | Yes                                     | Yes                                |
| Gila       | 3.1                       | Yes                                     | Yes                                |
| Graham     | .03                       | Yes                                     | Yes                                |
| Greenlee   | 0                         | Yes                                     | Yes                                |
| La Paz     | 0                         | Yes                                     | Yes                                |
| Maricopa   | 43.5                      | Yes                                     | Yes                                |
| Mohave     | 5.2                       | Yes                                     | Yes                                |
| Navajo     | 1.3                       | Yes                                     | Yes                                |
| Pima       | 15.6                      | Yes                                     | Yes                                |
| Pinal      | 3.7                       | Yes                                     | Yes                                |
| Santa Cruz | .3                        | Yes                                     | Yes                                |
| Yavapai    | 9.7                       | Yes                                     | Yes                                |
| Yuma       | 1.4                       | Yes                                     | Yes                                |

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



### *Primary Vendor Information: Method of Approach*

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.

See attached Executive Summary

2. Bidder shall provide project plan that describes how the bidder intends to implement the plan to Mohave and its members. This information will include, but not be limited to:

- Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
- Communication process with Mohave and its members;
- Standard delivery time for products/services after receipt of purchase order; and
- Any other value-added services that may benefit members. Provide specific information.

- a. General Acrylics, Inc. has been servicing MES members since 1996 when we were awarded our first MES contract. Our account team consists of three representatives that each have customers across the state. Each representative contacts their members several times throughout the year to service their needs. Our production department handles scheduling and completion of projects sold.

MES members that contact General Acrylics are passed on to the appropriate representative who then takes care of their request.

When General Acrylics receives a purchase order from the member, the member is then contacted to schedule their project or to receive goods purchased. Most projects are started within two weeks of receipt of the purchase order. Many projects are scheduled prior to receipt of the purchase order to meet the member's requested completion dates.

We provide our customers with a better end product due to our fifty-six plus years' of experience and stability in the industry. We have the most experienced personnel in the state.

3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract.

Our management meets with the sales staff annually to review our MES contract and items covered on the contract.

New members are trained on the complete MES process and items offered prior to taking on any member accounts. In general our team is taught to ask management if they are unsure of a unique request.

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22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



2b

**Primary Vendor Information  
Qualifications and Experience  
(Place after Tab 2b & 2d – As Noted Below)**

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

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
  - A short narrative description of what you are offering for this contract.
  - A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
  - Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
  - Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products/services in the bid, or if you are a manufacturer 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:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.
4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or 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: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.*

5. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **<https://www.surveymonkey.com/r/20N112>**

The above survey is now active and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

|                          |                         |
|--------------------------|-------------------------|
| _____ Deer Valley USD    | _____ Mesa USD          |
| _____ City of Tempe      | _____ Town of Sahuarita |
| _____ Town of Wickenburg | _____                   |

**Primary Vendor Information  
Qualifications and Experience  
(Place after Tab 2b & 2d – As Noted Below)**

6. **Place after Tab 2b:** Provide a copy of current Arizona Registrar of Contractors license A General Engineering held by your company (Specification 1.1.10 requirement). If applicable, provide a copy of the Arizona Registrar of Contractors application receipt with pending number (Specification 1.1.11 requirement).
7. **Place after Tab 2b:** Provide a description of three (3) sport court projects that your firm has provided solutions to improve efficiency, value engineering, and/or decrease operating costs for your clients. For example, how has your firm developed preventative strategies and solutions for your clients? Describe the challenges and implementation of the solutions (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contact name and telephone number. This information is used to evaluate your firm's customer service solutions.

| Number                                                                                                                                                                                                                                                                                | Name of Public Agency  | Year of the Project | Contact Name     | Phone Number |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|------------------|--------------|
| <b>1</b>                                                                                                                                                                                                                                                                              | Town of Wickenburg     | 2020                | Herschel Workman | 928-684-5451 |
| <b>Description of project #1, and what dispositions or solutions were used to benefit the customer.</b>                                                                                                                                                                               |                        |                     |                  |              |
| Built new tennis court to add another location for tennis players in the area. The benefits include added revenue for the Parks Dept, more physical activities for the youth, and this post tension slab will last over 50 years with minimal cracking                                |                        |                     |                  |              |
| <b>2</b>                                                                                                                                                                                                                                                                              | Town of Sahuarita      | 2020                | Laura Holbrook   | 520-237-2510 |
| <b>Description of project #2, and what dispositions or solutions were used to benefit the customer.</b>                                                                                                                                                                               |                        |                     |                  |              |
| Built 3 pickleball courts at Quail Creek Park. The challenge was working with the subcontractors that had to get their jobs done while meeting the deadlines for the court completion. The city was the GC but we coordinated schedules of everyone on site to get this done on time. |                        |                     |                  |              |
| <b>3</b>                                                                                                                                                                                                                                                                              | Town of Fountain Hills | 2020                | Kevin Snipes     | 480-816-5178 |
| <b>Description of project #3, and what dispositions or solutions were used to benefit the customer.</b>                                                                                                                                                                               |                        |                     |                  |              |
| Additional amenity for the community at Four Peaks Park. Since the town only has 2 public basketball courts we designed a new full basketball court that fit in the space available and within budget. The design benefited the park without affecting the other park amenities.      |                        |                     |                  |              |

8. **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.



## SHORT DESCRIPTION OF OUR OFFERINGS

General Acrylics, Inc. hereby respectfully submits pricing for the following items:

- Construction of new Post-Tensioned concrete tennis courts, play courts and all related items
- Post-Tensioned concrete court overlayment for reconstruction of older cracked courts
- Perimeter concrete curbing and root-wall protection
- Court maintenance, including inspection and washing
- Court drainage
- Complete hourly labor rates
- Design & engineering services
- Equipment for excavation, demolition and installation
- All necessary rental equipment rates & rental fencing costs
- All disposal fees, including on-site dumpster
- Construction of Sand Volleyball courts
- Repair and resurfacing of tennis and play courts
- Caulking & re-caulking of expansion joints in all types of courts
- Pro-Bounce® court overlayment system
- Pro-Court® synthetic court system
- Court surfacing for new or bare concrete tennis and play courts
- Tuff-Surf (urethane/acrylic surfacing of concrete courts)
- Cleaning and preparation of existing courts
- Removal of existing unstable coatings & diamond grinding of cracks

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22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



- Court striping, for tennis, basketball and other game lines
- Materials and supplies
- Complete line of tennis, basketball, and volleyball equipment and accessories
- Complete court lighting and electrical items, including; LED light fixtures, poles, mounting brackets, concrete light pole bases, wiring, conduit and other services
- Miscellaneous related items
- Mobilization, per diem and lodging / outside sixty (60) mile radius of General Acrylics location (Phoenix)
- Payment and performance bonding
- Pass-through costs as required by local codes

We are looking forward to a continued relationship with Mohave Educational Services Cooperative, and wish to thank you for the past 24 years of working with the entire staff there.

Sincerely,

GENERAL ACRYLICS, INC.



Jonnie Deremo, President

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22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)





### *Primary Vendor Information: Qualifications and Experience*

Prepare a summary of your firm explaining the qualifications and experience necessary to provide the products/services in this solicitation.

- General Acrylics, Inc. was incorporated in 1958 in the state of Arizona. From 1958 to 1971 the corporation operated as a paving and utilities contractor under the name of W-H Construction, Inc. During the late 1950's and early 1960's a market emerged for tennis court construction and all-weather track construction. One of the principals of the company, Dick Hoover, already had a great deal of experience in this area having previously worked for two of the country's largest manufacturers of tennis court coatings and all-weather track surfaces. When employed at both Chevron and California Products/Zemco, Dick Hoover was involved with product development and training of contractors in the application of tennis court coatings and the installation of all-weather track surfaces. The company did very well in the construction of both tennis courts and running tracks. By 1972 the company had grown tremendously and the decision was made to split the company with Dick Hoover taking over the tennis court and track construction division. The company's name changed to General Acrylics, Inc. and Mr. Hoover remained the president and sole stockholder until 1987 when the current owner Jonnie Deremo, purchased 100% of the company and its stock.

Since 1987, General Acrylics has grown almost every year. We have been Constructing, Re-constructing, surfacing and resurfacing all kinds of athletic courts in Arizona and throughout the Southwest. We were one of the first contractors to construct Post-tensioned courts in Arizona. We have constructed some of the first Pickleball courts in Arizona as well.

General Acrylics, Inc. has been manufacturing Gameco Products for surfacing of courts since 1991. We pride ourselves on manufacturing the most up-to-date and innovative products for our harsh Arizona climate.

General Acrylics has been a member of the American Sports Builders Association since 1999. To be a member of the association, a company must prove experience in Construction of Athletic facilities and courts. Membership in the ASBA reflects a commitment to excellence, as well as to the Industry itself.

To go one step beyond, Jonnie Deremo, President in an ASBA Certified Tennis Court Builder and has held certification since 2000. A certified builder is required to stay educated in the Industry and must re-certify every three years. (see enclosed membership and certification)

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



In October, 2001 General Acrylics, Inc. moved and expanded its headquarters to 22222 North 22nd Avenue, in Phoenix, Arizona 85027. Our office, manufacturing plant and yard space cover an area of over an acre and a half. General Acrylics, Inc. has been contracting in Arizona since 1958, in New Mexico since 1990 and in Colorado since 1998.

Our philosophy at General Acrylics is to provide the best products and service at a fair price. Since 1987 General Acrylics, Inc. has become a leading tennis court and running track contractor in Arizona, Nevada and Colorado. This has been accomplished by providing reliable products and installations with quality, integrity, and customer satisfaction as our main goals. The quality of our installations, and service we provide along with the assurance of knowing that we will be available to honor our commitments, guarantees the best value to our clients. By following these goals and principles we have become respected, successful, and prosperous in our field of construction.

Following is a list of key people who are assigned to this contract:

- **Jonnie Deremo**, Owner and President of General Acrylics, Inc. Certified Tennis Court Builder  
Jonnie has been the President and owner of General Acrylics, Inc. for over 27 years. He acquired the company with one employee one work truck while being the manager, foreman, estimator, superintendent, and bookkeeper. The company has grown to the size we contract or subcontract over 9 million dollars of work each year. We constructed/resurfaced hundreds of tennis/basketball courts this year as well as ten tracks and eleven synthetic turf fields.
- **Mike Wickham**, Tennis Court, Running Track and Synthetic Turf Sales; with over 24 years' experience in sales and sales management within the construction industry.
- **Justin Fudge**, Sports courts, running tracks and synthetic turf sales with 5 years management and 10 years sales experience.
- **Kyle Watkins**, Sports Courts, Running Track and Synthetic Turf Sales; with 4 years' experience in sales and sales management within the construction industry.
- **Ken Wendel**, 20 years' experience in game court industry as a surface applicator and 3 years' experience in court design sales and management of multiple crews.
- **Brett Hamilton**, Estimator; has over 24 years' experience in estimating, construction and project management.
- **Tom Josephs**, Production Manager; Over 38 years' experience in the construction of sports courts and running tracks with more recent experience in synthetic turf fields.

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



- **Carl Matthes**, Project Superintendent, 3 years' experience in construction of courts, running tracks, and synthetic turf fields
- **Felix Meraz**, Project Superintendent, 10 years' experience in construction, 3 years as a commercial general contracting superintendent and 2 years as a sports court construction superintendent.
- **William Baldisseri**, Project Superintendent, 2 years' experience in construction of courts, running tracks, and synthetic turf fields.
- **Barry Edelstien**, Plant Manager; has over 24 years' experience with paints and tints used in the manufacturing of coatings.
- Our office staff consists of **Bonnie Moynihan**, Project Coordinator; **Jeff Robertson**, Controller; **Pam Lord**, Accounts Payables and Receivables.

General Acrylics, Inc. received its first contract with Mohave Educational Services in 1996, and we have enjoyed a very successful relationship with Mohave Educational Services since. It has been very satisfying to complete the number of projects with the different school districts and the many different scopes of work.

We are dealers for many of the Industries suppliers of which are leaders in the industry and some are members of the ASBA.

- Douglas Industries, manufacturer of Athletic equipment and supplies
- LSI Industries, Manufacturer of court lighting
- NGI Sports, Manufacturer of Court overlayment systems
- First Team, Manufacturer of Basketball equipment

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
 22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)





2331 Rock Spring Road  
Forest Hill, MD 21050

866.501.ASBA (2722)  
410.730.8595  
Fax: 443.640.1031

September 24, 2020

General Acrylics, Inc.  
22222 N. 22nd Avenue  
Phoenix, Arizona 85027

To Whom It May Concern:

This letter is to confirm that General Acrylics, Inc. is a member of the American Sports Builders Association (ASBA). The company has been a member since 1999 and is a member of the Builder Division. The definition of a Builder member is as follows:

**Builder Members:**

Any party who, for a period of two years, has been actively engaged in the building or surfacing of tennis courts, running tracks, indoor sports facilities, natural or synthetic turf sports fields or other athletic or recreational surfaces, or the installation of products or components related thereto, shall be eligible to be a Builder Member of the Association. Any applicant shall be deemed to meet the two-year requirement if a majority of the voting control of the applicant is held by individuals who at the time of the application are designated by the Association as a Certified Tennis Court Builder, a Certified Track Builder or a Certified Field Builder.

**Membership Term:** 10/01/2020 – 09/30/2021

If you have any questions, please contact me at [cynthia@sportsbuilders.org](mailto:cynthia@sportsbuilders.org) or 866-501-ASBA.

Sincerely,

Cynthia M. Sanchez  
Director of Meetings & Member Services



# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Jonnie Deremo**

*The Designation*

**CERTIFIED TENNIS COURT BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF TENNIS COURT CONSTRUCTION  
AND FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 31<sup>st</sup> day of December, 2021

Certification expires: December 31, 2021

Executive Director

A handwritten signature in black ink, appearing to read "Fred Wolton".

Certification Chairman





September 23, 2020

This will verify that Jonnie Deremo currently employed by General Acrylics, Inc. with offices at 22222 N. 22nd Ave., Phoenix, AZ 85027 has been awarded the designation of Certified Tennis Court Builder (CTCB) and Certified Track Builder (CTB) in the American Sports Builders Association (ASBA).

The Certified Builder Program was developed by the ASBA to help raise professional standards and to improve the practice of tennis court and running track construction. In order to obtain the certification designation, Mr. Deremo has passed a comprehensive written examination on construction and maintenance, and has fulfilled prescribed standards of experience to demonstrate a high level of expertise in construction.

The certification of Mr. Deremo was awarded in 2000, and remains in effect as long as the individual maintains the designation. The designation is maintained by compiling a prescribed number of activity points for work done within the industry, or by re-taking the exam. Certification is valid for three years following the original date and is maintained in three-year increments thereafter.

Certification is an individual designation, and is not awarded to, nor applicable to, the company for whom the certified individual works.

Should there be any question about the certification program, or about Mr. Deremo's designation, please contact ASBA at 866-501-ASBA (2722).



Douglas Industries, Inc.  
3441 South 11th Avenue, Eldridge, IA 52748  
Phone: 800-553-8907 Fax: 800-443-8907  
[www.douglas-sports.com](http://www.douglas-sports.com)

---

**Date: 09/25/2020**

**To: General Acrylics, Inc.**  
**RE: Authorized Dealer**

**To Whom It May Concern,**

**General Acrylics, Inc. is an authorized dealer of products supplied by Douglas Industries, Inc.**

**Please contact me with any questions.**

**Chris Rickerl**  
**Vice President**  
**Douglas Industries, Inc.**



September 25, 2020

To whom it may concern:

Re: Mohave Educational Services Cooperative

This is to confirm that General Acrylics Inc. is an authorized distributor for Frasure Reps Sports Lighting and LSI Industries. Frasure Reps / LSI provides indoor and outdoor tennis court lighting systems under the brand names CourtBlade and Zone. Our products have been used for recreational, club, and professional tennis facilities around the world for over 30 years. Our tennis court lighting products are made available to carefully selected, highly qualified distributors / installers. General Acrylics is a valued customer of Frasure Reps / LSI.

This authorized distributor designation is reviewed annually to insure continued compliance with Frasure Reps / LSI standards.

If you have any questions or comments or if I can provide additional information, please do not hesitate to contact me directly.

Regards,

Frasure Reps

Bruce A. Frasure  
Principal



ENGINEERED FOR SPORT

September 25, 2020



**TO WHOM IT MAY CONCERN**

RE: General Acrylics



This letter is to certify that General Acrylics of Phoenix Arizona is an authorized and certified dealer and installer for the NGI Sports tennis court overlay & crack repair/surfacing systems. In addition, General Acrylics is an authorized representative of NGI Sports' ProBounce and synthetic turf surfacing systems for grass courts..



Jonnie Deremo General Acrylics has been trained in the techniques concerning installation of NGI Sports surfacing systems. All NGI dealers are highly qualified, experienced and respectable firms. General Acrylics as an authorized dealer of NGI Sports' products is authorized to bid projects utilizing same.



Should any questions arise concerning the above please feel free to contact me direct at 1-775-544-6306 or the NGI Sports office at 1-800-835-0033.

TitanPK

Sincerely,

NGI SPORTS



CORY BRISBIN  
Sales Manager – Western Division

/cmw





9/25/2020

To whom it may concern,

General Acrylics listed below is an authorized dealer in good standing representing First Team products.

**GENERAL ACRYLICS, INC.**

22222 N. 22nd Avenue, Phoenix, AZ 85027

P: (602) 569-9377 F: (623) 298-1310

Toll: (800) 436-2279

[www.generalacrylics.com](http://www.generalacrylics.com)

Thank you,

A handwritten signature in black ink that reads "Jeff Roth". The signature is written in a cursive, flowing style.

Jeff Roth  
First Team, Inc.

## AWARDS

**U.S. Tennis Court and Track Builders Association**



**OUTSTANDING TENNIS FACILITY AWARD**

*In Recognition of Excellence in Design and Construction*

**Presented to**

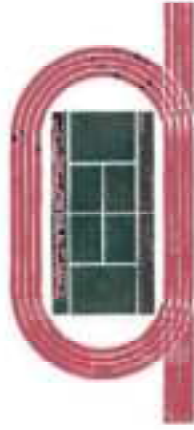
**Outdoor Tennis Courts at Anthem Community Center  
Anthem Community, Phoenix, AZ**



December 6, 2000

New Construction: General Acrylics, Inc.

**U.S. Tennis Court and Track Builders Association**



**OUTSTANDING TENNIS FACILITY AWARD**

*In Recognition of Excellence in Design and Construction*

**Presented to**

**Outdoor Tennis Facility at D.C. Ranch Country Club  
Scottsdale, AZ**



December 6, 2000

New Construction: General Acrylics, Inc.

**U.S. Tennis Court and Track Builders Association**



**OUTSTANDING TENNIS FACILITY AWARD**

*In Recognition of Excellence in Design and Construction*

**Presented to**

**Tennis Facility at Moon Valley Country Club  
Phoenix, AZ**

**December 9, 2002**

**New Construction: General Acrylics, Inc.**



**U.S. Tennis Court and Track Builders Association**



**OUTSTANDING TENNIS FACILITY AWARD**

*In Recognition of Excellence in Design and Construction*

**Presented to**

**Outdoor Tennis Facility at J.W. Marriott Desert Ridge Resort & Spa  
Phoenix, AZ**

**December 9, 2003**



**Construction: General Acrylics, Inc.**



**2007 Distinguished Residential Tennis Facility**

Presented to

***Finley Residence***

***Builder: General Acrylics, Inc.***





**2007 Distinguished Outdoor Tennis Facility**

Presented to

***Mesa Community College***

***Builder: General Acrylics, Inc.***





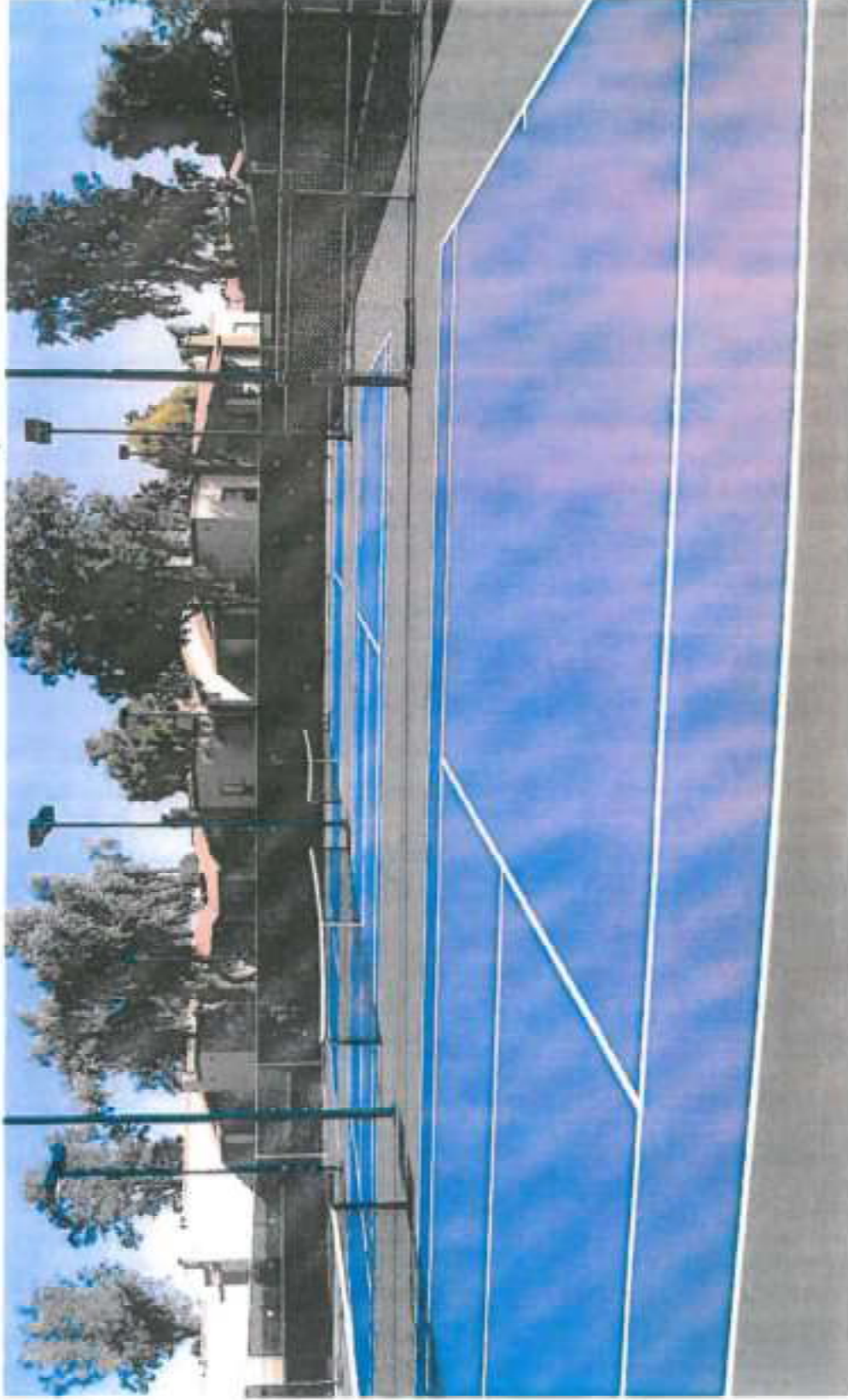
**2008 Distinguished Outdoor Tennis Facility**

Presented to

***Pine Canyon***

***Construction: General Acrylics, Inc.***





**2009 Distinguished Outdoor Tennis Facility**

Presented to

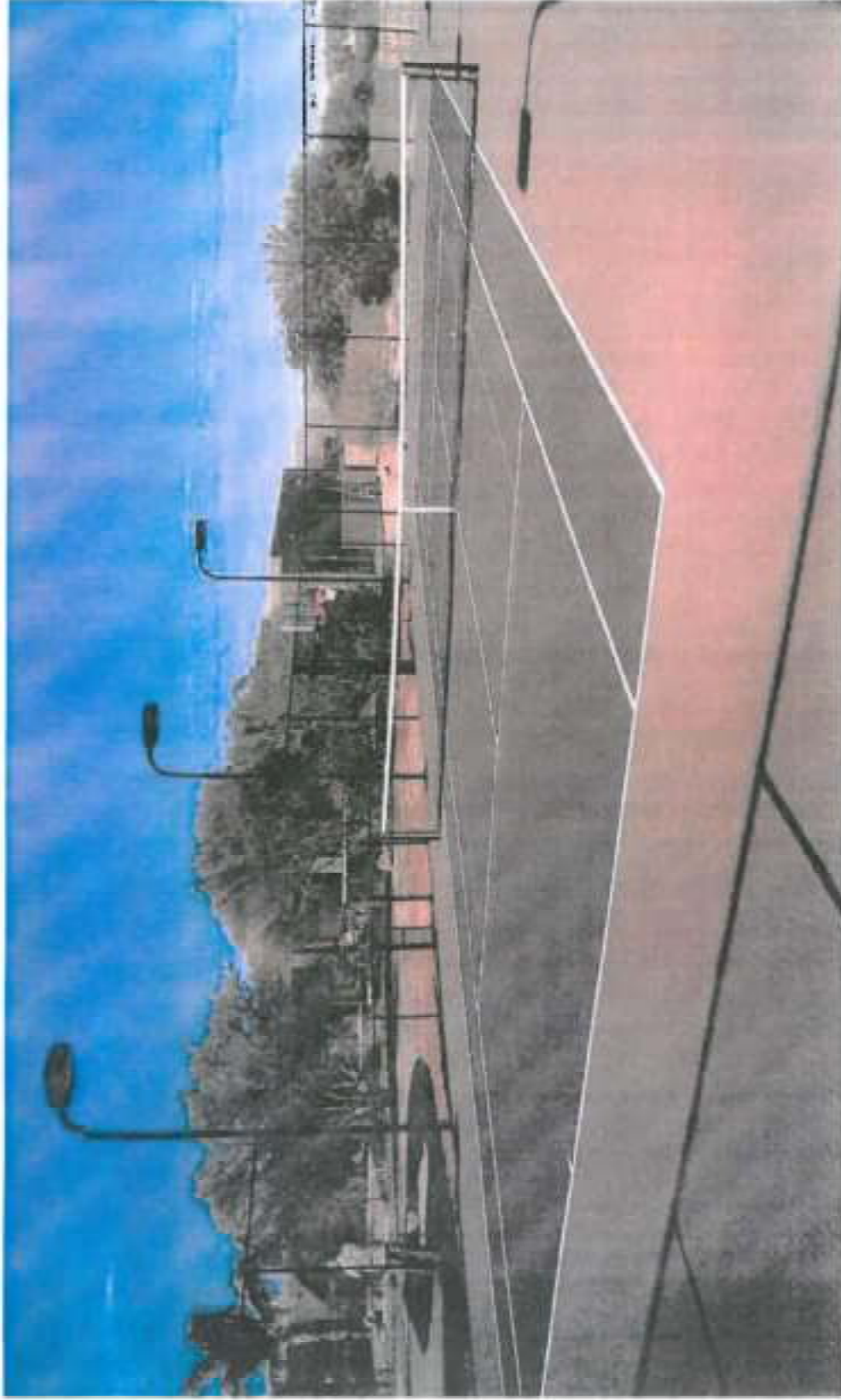
***Mountain View Tennis Center***

Phoenix, AZ

*Construction: General Acrylics, Inc.*

*Participated in Project Douglas Industries*





## 2013 Distinguished Residential Tennis Facility

Presented to

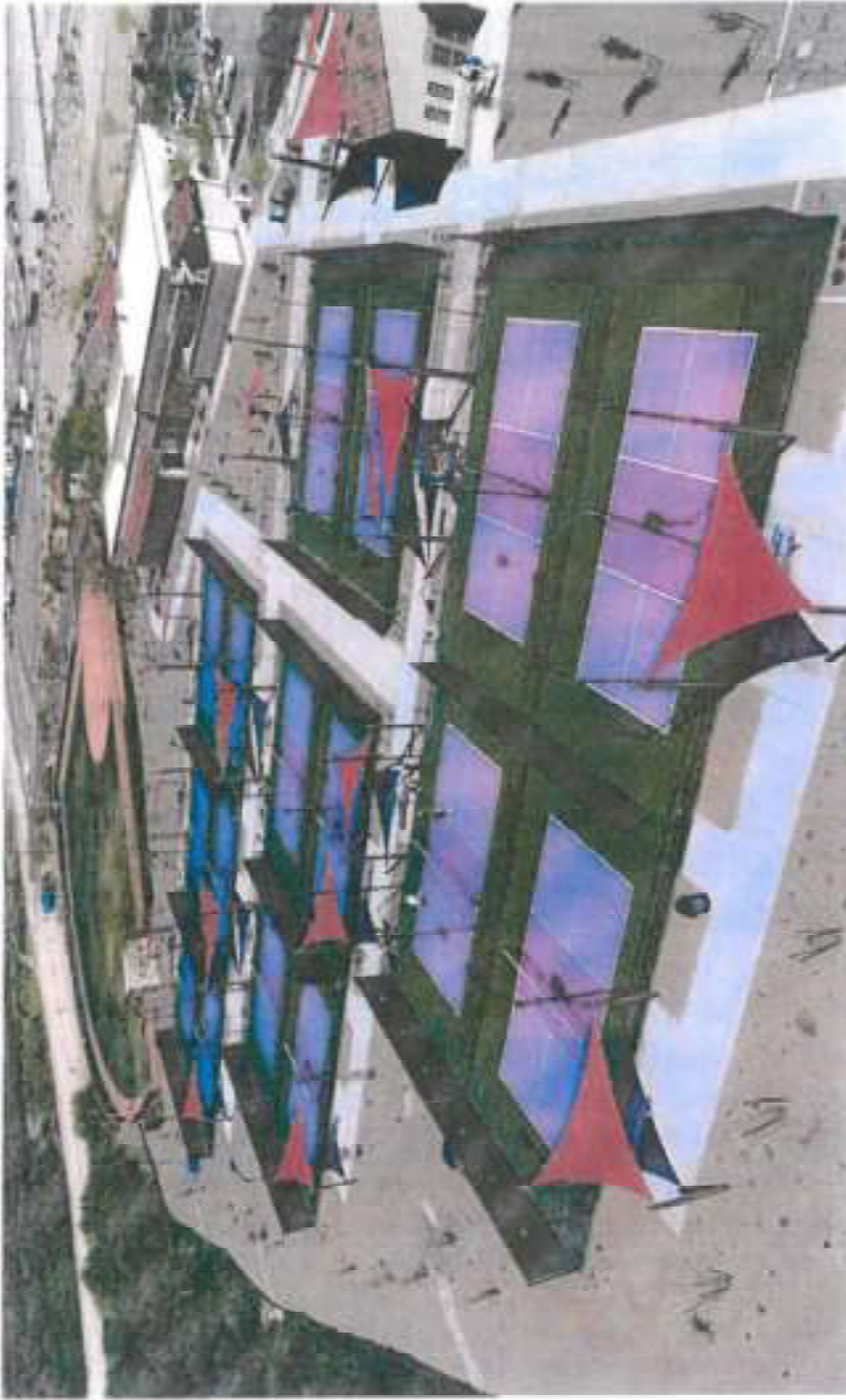
**Welch Residence**

Scottsdale, AZ

*Construction: General Acrylics, Inc.*

*Participated in Project: Douglas Sports Nets & Equipment, LSI Courtyard Sports Lighting*





2017 Outdoor Pickleball Facility of the Year

Presented to

**Sun City Festival Pickleball Park**  
Buckeye, AZ  
*Construction: General Acrylics, Inc.*



# Contractors License

LICENSE EFFECTIVE THROUGH 3/31/2021  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
General Acrylics Inc



CONTRACTORS LICENSE NO. ROC 077085 CLASS A  
General Commercial  
General Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR



Scheduled Site Maintenance - 8:00 PM - 10:00 PM on Tues., Nov. 17, 2020
Online services will be temporarily unavailable due to scheduled site maintenance on Tues., Nov. 17, 2020, from 8:00 PM to 10:00 PM. We appreciate your patience.
COVID-19 - Registrar of Contractors Remains Open for Business - In-Person Services by Appointment Only

Contractor Search

DISCLAIMER
The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis.
Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a 'Company Name and Personnel' search by entering the name of the company or individuals listed on the license.

DETAILS FOR GENERAL ACRYLICS INC LICENSE NUMBER ROC 077085

Share this License or Send it to Yourself: Email | Save for Later

Table with 2 columns: CONTRACTOR and LICENSE. Contractor info includes General Acrylics Inc, 22222 N 22nd Ave, Phoenix, AZ 85027-1903. License info includes Class: General Commercial A General Engineering, Status: Active, Issued: 1988-04-04, Renewed: 2021-03-31.

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.
Name: Jonnie Rae Deremo, Position: Officer; Name: Kenneth Gilbert Skiff, Position: Officer; Name: General Acrylics Inc, Position: Related Entity.

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Summary table for Complaint Information: Open Cases (0), Disciplined Cases (0), Resolved / Settled Cases (0).

BOND INFORMATION

How to collect from a license bond

Bond details table: Bond Type: SURETY, Bond Number: 598SBA8552, Effective Date: 2000-03-17, Bond Company: HARTFORD FIRE INSURANCE COMPANY, Amount: \$ 0.00, Paid: \$ 0.00, Available: \$ 75000.00, Status: ACTIVE.

CONTRACTOR SEARCH

To find out if a contractor's ROC license is current and see other information related to the license, enter their 6 digit license number or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray 'Advanced Search' button below to search by City, Classification, Status and more. Click to read the complete instructions.

Search form for General Acrylics, Inc. with buttons for Advanced Search, Export a List, Share Your Search, and Clear.

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK HERE.

FOR A LIST OF PENDING LICENSE APPLICATIONS CLICK HERE

If you are looking for a complete list of our current contractors, we highly recommend using our Pending List page. For a list of contractors with their full information, please submit a Public Records Request through our Public Records Request One-Stop page. Thank you.

- Alphabetical index: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z



Contact Us
AZ ROC
1700 W. Washington St. Suite 105 Phone: (602) 542-1525
Phoenix, Arizona 85007-2812 Fax: (602) 542-1599
Find in Google Maps



# #5

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Wednesday, November 11, 2020 1:41:29 PM  
**Last Modified:** Wednesday, November 11, 2020 1:44:51 PM  
**Time Spent:** 00:03:21  
**IP Address:** 170.177.3.66

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

|                   |                                            |
|-------------------|--------------------------------------------|
| Name              | <b>Craig Burns</b>                         |
| Agency or Company | <b>Deer Valley Unified School District</b> |
| Position          | <b>Grounds Supervisor</b>                  |
| Email Address     | <b>craig.burns@dvusd.org</b>               |
| Phone Number      | <b>602-467-5041</b>                        |

## Q2

The vendor that you are providing vendor performance information for:

|                 |                         |
|-----------------|-------------------------|
| Company         | <b>General Acrylics</b> |
| Address         | <b>22222 N 22nd ave</b> |
| City/Town       | <b>Phoenix</b>          |
| State/Province  | <b>AZ</b>               |
| ZIP/Postal Code | <b>85027</b>            |

## Q3

The ability to deliver products/provide services per your expectations:

|            |                            |
|------------|----------------------------|
| (no label) | <b>10 - Very Satisfied</b> |
|------------|----------------------------|

## Q4

The overall quality of products/services provided by the firm:

|            |                            |
|------------|----------------------------|
| (no label) | <b>10 - Very Satisfied</b> |
|------------|----------------------------|

**Q5**

The ability of the firm to interact with your staff members:

(no label)

**10 - Very Satisfied**

---

**Q6**

The close out process (invoicing, no unexpected fees):

(no label)

**10 - Very Satisfied**

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label)

**10 - Very Satisfied**

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

**10 - Very Satisfied**

---

**Q9**

**Yes**

Is the survey information you have provided related to the construction or maintenance of sports courts provided in this solicitation?

---

**Q10**

**Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

Do you have any other comments, questions, or concerns?

They back there work!

---

# #6

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, November 12, 2020 7:52:09 AM  
**Last Modified:** Thursday, November 12, 2020 7:54:23 AM  
**Time Spent:** 00:02:13  
**IP Address:** 72.214.222.66

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

|                   |                                     |
|-------------------|-------------------------------------|
| Name              | <b>Laura Hester</b>                 |
| Agency or Company | <b>Town of Sahuarita</b>            |
| Position          | <b>Parks and Facilities Manager</b> |
| Email Address     | <b>lhester@sahuaritaaz.gov</b>      |
| Phone Number      | <b>520-237-2510</b>                 |

## Q2

The vendor that you are providing vendor performance information for:

|                 |                                   |
|-----------------|-----------------------------------|
| Company         | <b>Town of Sahuarita</b>          |
| Address         | <b>375 W Sahuarita Center Way</b> |
| City/Town       | <b>Sahuarita</b>                  |
| State/Province  | <b>AZ</b>                         |
| ZIP/Postal Code | <b>85629</b>                      |

## Q3

The ability to deliver products/provide services per your expectations:

|            |                            |
|------------|----------------------------|
| (no label) | <b>10 - Very Satisfied</b> |
|------------|----------------------------|

## Q4

The overall quality of products/services provided by the firm:

|            |                            |
|------------|----------------------------|
| (no label) | <b>10 - Very Satisfied</b> |
|------------|----------------------------|

**Q5**

The ability of the firm to interact with your staff members:

(no label)

**10 - Very Satisfied**

---

**Q6**

The close out process (invoicing, no unexpected fees):

(no label)

**10 - Very Satisfied**

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label)

**10 - Very Satisfied**

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

**10 - Very Satisfied**

---

**Q9**

**Yes**

Is the survey information you have provided related to the construction or maintenance of sports courts provided in this solicitation?

---

**Q10**

**Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

Do you have any other comments, questions, or concerns?

General Acrylics is wonderful to work with. They are professional, friendly, and have a amazing product.

---

# #7

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, November 12, 2020 8:35:56 AM  
**Last Modified:** Thursday, November 12, 2020 8:39:40 AM  
**Time Spent:** 00:03:43  
**IP Address:** 98.179.66.131

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

|                   |                                |
|-------------------|--------------------------------|
| Name              | <b>David McClure</b>           |
| Agency or Company | <b>City of Tempe</b>           |
| Position          | <b>Landscape Architect</b>     |
| Email Address     | <b>david_mcclure@tempe.gov</b> |
| Phone Number      | <b>480-245-8525</b>            |

## Q2

The vendor that you are providing vendor performance information for:

|                 |                               |
|-----------------|-------------------------------|
| Company         | <b>GENERAL ACRYLICS, INC.</b> |
| Address         | <b>22222 N. 22nd Avenue</b>   |
| City/Town       | <b>Phoenix</b>                |
| State/Province  | <b>AZ</b>                     |
| ZIP/Postal Code | <b>85027</b>                  |

## Q3

The ability to deliver products/provide services per your expectations:

|            |                            |
|------------|----------------------------|
| (no label) | <b>10 - Very Satisfied</b> |
|------------|----------------------------|

## Q4

The overall quality of products/services provided by the firm:

|            |                            |
|------------|----------------------------|
| (no label) | <b>10 - Very Satisfied</b> |
|------------|----------------------------|

**Q5**

The ability of the firm to interact with your staff members:

(no label)

**10 - Very Satisfied**

---

**Q6**

The close out process (invoicing, no unexpected fees):

(no label)

**10 - Very Satisfied**

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label)

**10 - Very Satisfied**

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

**10 - Very Satisfied**

---

**Q9**

**Yes**

Is the survey information you have provided related to the construction or maintenance of sports courts provided in this solicitation?

---

**Q10**

**Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

**Respondent skipped this question**

Do you have any other comments, questions, or concerns?

---

# #8

**COMPLETE**

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, November 12, 2020 12:50:42 PM  
**Last Modified:** Thursday, November 12, 2020 12:52:41 PM  
**Time Spent:** 00:01:58  
**IP Address:** 184.178.192.162

---

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

## Q1

Your Contact Information:

|                   |                               |
|-------------------|-------------------------------|
| Name              | <b>Kevin Snipes</b>           |
| Agency or Company | <b>Town of Fountain Hills</b> |
| Position          | <b>Parks Superintendent</b>   |
| Email Address     | <b>ksnipes@fh.az.gov</b>      |
| Phone Number      | <b>6027213908</b>             |

---

## Q2

The vendor that you are providing vendor performance information for:

|                 |                                        |
|-----------------|----------------------------------------|
| Company         | <b>Town of Fountain Hills</b>          |
| Address         | <b>16705 E Avenue Of The Fountains</b> |
| City/Town       | <b>Fountain Hills</b>                  |
| State/Province  | <b>AZ</b>                              |
| ZIP/Postal Code | <b>85268</b>                           |

---

## Q3

The ability to deliver products/provide services per your expectations:

|            |          |
|------------|----------|
| (no label) | <b>9</b> |
|------------|----------|

---

## Q4

The overall quality of products/services provided by the firm:

|            |          |
|------------|----------|
| (no label) | <b>9</b> |
|------------|----------|

---

**Q5**

The ability of the firm to interact with your staff members:

(no label) 9

---

**Q6**

The close out process (invoicing, no unexpected fees):

(no label) 9

---

**Q7**

The ability of the firm to follow your rules, regulations and requirements:

(no label) 9

---

**Q8**

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) 9

---

**Q9**

Yes

Is the survey information you have provided related to the construction or maintenance of sports courts provided in this solicitation?

---

**Q10**

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

---

**Q11**

Respondent skipped this question

Do you have any other comments, questions, or concerns?

---

2c

2d

Note: **Confidential  
Financial  
Information**  
Removed

**TAB 3**

3a

3b

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

**Pricing Methodology Description**

- Our pricing methodology is percent of discount off manufacturer's price list or catalog.
- Our pricing methodology is fixed pricing.
- X 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 price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

Our discounted pricing will be updated annually and shall not change more than 2% unless  
materials, labor, freight or fuel costs change by more than 2%. Discounts off of  
supplier/manufacturer pricing will be made in accordance with the annual pricing.

**Volume Discount Description**

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

Volume discounts will be updated annually

**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?  20 days? 2%

**Acceptance of Pcards for Payment**

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

---

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

3c

**Pricing Information**  
**Mobilization, Travel Description and**  
**Bond Methodology Description**  
**(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.)

All mobilization, mileage, drive/travel time, lodging, meals and incidental expenses will be

Added to projects outside a 60 mile radius of General Acrylics, Inc. Phoenix location. Mileage

Will be calculated per vehicle, per mile to & from project location. All drive/travel time will be

Calculated per man, per hour traveling to & from project location. Lodging, meals, & incidental expenses will be calculated per day/night, per man.

**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 will be applied to projects that meet or exceed the current state procurement

Rules or when a member requests such.

Bonds will be calculated on contract pricing including sales taxes.

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

**TAB 4**

4a

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

1. Contact information for firm's headquarters:

Physical Address 22222 N. 22<sup>nd</sup> Ave., Phoenix, AZ 85027

Mail Address, if different \_\_\_\_\_

Main Phone Number (602) 569-9377

Website www.generalacrylics.com

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

Physical Address 22222 N. 22<sup>nd</sup> Ave., Phoenix, AZ 85027

Mail Address, if different \_\_\_\_\_

Main Phone Number (602) 569-9377

Website, if different \_\_\_\_\_

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

3. Contact information for purchase orders:

Physical Address 22222 N. 22<sup>nd</sup> Ave., Phoenix, AZ 85027

Email Address jderemo@generalacrylics.com

Attention of Jonnie Deremo

4. Payment remittance address 22222 N. 22<sup>nd</sup> Ave., Phoenix, AZ 85027

Attn: Pam Lord

City Phoenix State AZ Zip 85027

Telephone (invoice questions) (602) 569-9377

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-368081-1

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:

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

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

6. Contacts for Mohave:

**Main Mohave representative contact: Jonnie Deremo**

*(Shall be the main point of contact for members and be responsible for member information requests.)*

Title President Email address jderemo@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Contract Administrator contact: Bonnie Moynihan**

*(Shall be the main point of contact for contract information requests.)*

Title Project Coordinator Email address bmoynihan@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Accounting contact: Pam Lord**

*(Shall be the main point of contact for accounting issues.)*

Title Accounts Payable/Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Open Order/Status Report contact: Pam Lord**

*(Shall be the main point of contact regarding open orders and status reports.)*

Title Accounts Payable/Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Audit contact: Pam Lord**

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

Title Accounts Payable/Receivables Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Reconciliation contact: Pam Lord**

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

Title Accounts Payable/Receivable Email address plord@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Escalation contact: Jonnie Deremo**

*(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 President Email address jderemo@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

**Marketing contact: Jonnie Deremo**

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

Title President Email address jderemo@generalacrylics.com  
Phone number 602-569-9377 Fax 623-298-1310

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

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

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

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

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

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

Member should call or write to General Acrylics, Inc. with a request. General Acrylics, Inc. will return call or respond in writing within Twenty-Four (24) hours. Any work needed will be scheduled with the owners.

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.

General Acrylics, Inc., 22222 N. 22<sup>nd</sup> Ave., Phoenix, AZ 85027

800-436-2279 / 602-569-9377

Jonnie Deremo 602-571-7710

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

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

Jonnie Deremo 800-436-2279 / 602-569-9377

4b

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

Will members be required to sign supplemental or end-user agreements (sales, maintenance)?  
(See **4.1 Contract vendor documents** in the Special Terms and Conditions)

Yes    No

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

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

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

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

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

4c

**Supporting Contract Documents**  
**Annual Maintenance Service Plan Information**  
**(Place after Tab 4c)**

Do you offer annual maintenance service plans? X Yes  No

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for annual 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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Note: There will be no supplemental end-user agreement forms needed.

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## MAINTENANCE OF EXISTING TENNIS AND PLAY COURTS

If a Customer would like to have their courts maintained on an annual, semiannual or a one time basis, General Acrylics will supply all Labor, Materials and Equipment necessary to complete the following;

- Inspect court(s) and send owner a written report of any repairs, equipment needs, safety concerns and any recommended services needed in the future for budget planning.
- Thoroughly wash court(s)
- Inspect net posts and nets; tighten nets to proper tension and lace to poles as needed.
- Spray any weeds growing in courts

**Excludes:** Any repairs, painting/surfacing, nets, and net posts

(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279  
22222 N 22<sup>nd</sup> Avenue • Phoenix, AZ 85027  
[www.generalacrylics.com](http://www.generalacrylics.com)



AZ Contractors # ROC077085/ ROC034888 • NV Contractors # 0059476 • NM Contractors # 30864