

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GHAster PAINTING & COATINGS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Ghaster Painting and Coatings, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 27, 2020 under (S.A.V.E. Cooperative Purchasing Agreement, the Mohave Educational Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in the Exterior/Interior Painting and Other Coating Applications, Contract 20A-GHAST-0404 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was May 5, 2020, until the date the contract expires on April 4, 2022 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 4, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 4, 2022. The City may renew the term

of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on April 4, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million dollars (\$1,000,000) annually or four million dollars (\$4,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Michael J. Demlong
6210 W. Myrtle Av. Suite 111
Glendale, Arizona 85301
mdemlong@glendaleaz.com

And

Ghaster Painting and Coatings, Inc.
c/o Brad Ghaster
3120 W. Carefree Highway, Suite 1 PMB 347
Phoenix, Arizona, 85086
brad@ghasterpaintinginc.com

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Ghaster Painting and Coatings, Inc.,
an Arizona corporation

By: _____
Kevin R. Phelps
City Manager

By: Brittany Spencer
Name: Brittany Spencer
Title: Office Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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**EXHIBIT A
MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC.
CONTRACT NO. 20A-GHAST-0404
EXTERIOR/INTERIOR PAINTING AND OTHER COATING APPLICATIONS**

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**EXHIBIT B
Scope of Work**

PROJECT

Contractor will provide products and labor on an as needed basis as described in the Mohave Educational Services Cooperative with Ghaster Painting and Coating, Inc. Products and labor may include, but not be limited to preparation of interior and exterior surfaces of all types, and application of paint, other coatings, and other surface materials.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,000,000 annually or \$4,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the Mohave Cooperative contract 20A-GHAST-0404.



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Ghaster Painting & Coatings, Inc.

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General Terms and Conditions (Place after Tab 1c)

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

1. **ADVERTISING**

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

2. **AVAILABILITY OF FUNDS**

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

3. **BID OPENING**

Bids shall be opened immediately following the bid due date and time. Pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

4. **CANCELLATION**

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

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

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

4.3. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension (contract modification) of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

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

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6. CERTIFICATION

By signing the *Bid and Acceptance Form* (page 2 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- 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. **(Note: Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and will take no action to enforce it. Compliance to this term and condition is not a mandatory part of the bid as long as the injunction remains in place. Bids will not be evaluated based on whether the bidder complied or deviated to this term and condition.)**
- 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.

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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.

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.

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- 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 IFB 20A-0214, Exterior/Interior Painting and Other Coating Applications titled "**20A Painting WB.xlsx**". Provide two (2) CDs, USBs, or similar electronic media devices with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the IFB 20A-0214, Exterior/Interior Painting and Other Coating Applications workbook shall render your bid nonresponsive. **Place after Tab 3a.** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 12.10. Pricing extension errors:** In case of error in extension of prices in the bid, unit prices shall govern.
- 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

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

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

13.6. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

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

13.8. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (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.

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requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).

- If applicable, allowable costs will be paid from the nonprofit school food service account to the bidder net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

- The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR 210.21(d) and 220.16(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.

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

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

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

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

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

20. PAYMENT

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

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

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

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

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

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(Place after Tab 1c)

specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

22.3. New products/services: New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.

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

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

23. PROSPECTIVE BIDDERS REGISTRATION

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

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. 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.

General Terms and Conditions
(Place after Tab 1c)

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

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

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

30. TIME (DEFINITION OF)

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

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

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.

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.

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

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

12. PERFORMANCE AND PAYMENT BONDS

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

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

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

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

13. PROGRESS PAYMENTS

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

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

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

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

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

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

14. PROJECT ADVERTISING

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

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

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

18. RULES, REGULATIONS AND CODES

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

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

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

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

19. SURETY COMPANIES

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

20. WORKSITE

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

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

Special Terms and Conditions
(Place after Tab 1d)

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

1. BIDDER QUALIFICATIONS

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

2. BID BONDS AND BONDING CAPACITY

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

2.2. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be \$750,000. Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

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

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

3. DELIVERY

3.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

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

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

3.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

3.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified in the price workbook.

4. FORM OF CONTRACT

4.1. Contract vendor contract documents: If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.

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

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.

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

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.

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

Special Terms and Conditions
(Place after Tab 1d)

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. SAMPLES

11.1. Sample evaluation: Samples will be compared to bid specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

11.2. Sample requirements: Samples may be required prior to awarding a contract. Bidder shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

11.3. Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to bidder shall be considered abandoned, and Mohave shall have the right to dispose of them.

12. SITE REQUIREMENTS

12.1. 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.

12.2. 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.

12.3. 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

Special Terms and Conditions
(Place after Tab 1d)

13.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.

13.5. 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.

13.6. 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.

14. TERM OF CONTRACT AND EXTENSION

14.1. 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.

14.2. 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).

14.3. 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.

15. WARRANTY/QUALITY GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

Scope of Work
(Place after Tab 1e)

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following *estimated timeline* of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bid Issued	Friday, January 17, 2020
Pre-bid Conference Held	Wednesday, January 29, 2020 at 10:30 a.m. (local AZ time) Pre-bid conference will be held using telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Friday, February 7, 2020 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	Friday, February 14, 2020 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	Friday, February 14, 2020 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	March 2, 2020 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>)	April 4, 2020

3. SUBMISSION OF BIDS

- 3.1. Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. *Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.*
- 3.2. The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form*.
- 3.3. A bid submitted in response to this solicitation shall be valid and irrevocable for (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.

**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*.

Requirement		Comply	Deviate*
1.1	General Requirements		
1.1.01	Contract vendor shall have a current and maintain through the life of an awarded contract, Arizona contractor's C-34 or CR-34 license from the Arizona Registrar of Contractors. Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b. (See Primary Vendor Information – Qualifications and Experience, Question 5.)	X	
1.1.02	Bidders that are in the license application process shall provide evidence on application. An awarded contract will be contingent on a successful award of Arizona contractor's C-34 or CR-34 license. 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 5.)	N/A	
1.1.03	Bidders submitting a material only bid shall indicate a deviation to Specification 1.1.01 and 1.1.02 and provide a clear explanation, per the instructions found in the <i>Scope of Work and Specifications Acceptance Form</i> , confirming that the bid is for materials only and that no installation services will be provided through an awarded contract.	N/A	
1.1.04	Contract vendor shall provide all labor, materials, equipment, and services required to complete the required interior/exterior painting, coating, sealant, and cleaning to member's infrastructures and adjacent substrates.	X	

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

1.2.07	Contract vendor shall advise member whenever work is expected to be hazardous.	X	
1.2.08	Removal and/or abatement of hazardous materials, such as lead paint, or mold is not allowed under an awarded contract.	X	
1.3 Preparatory Work Requirements			
1.3.01	Contract vendor agrees to handle and apply all products according to the instruction of the manufacturer. If no specific preparation is recommended by the manufacturer, the contract vendor shall ensure that all surfaces shall be cured, clean, dry and free from contamination that would interfere with any new coating adhesion. If any surface cannot be properly prepared, the surface shall be stripped and completely refinished, at the direction of the member. These surfaces are including, but not limited to: wood, various metals, masonry surfaces, previously painted surfaces, concrete floors, and exterior wood.	X	
1.3.02	Cracks, nail holes or any imperfections shall be filled with appropriate compound(s) and/or fillers required for surface type to be painted. Compounds or filler shall be finished per manufacturer's recommendation and to match existing textures.	X	
1.3.03	Surfaces may be tested for lead, asbestos, or other hazardous materials by the request of the member.	X	
1.3.04	In the event lead paint is discovered, work shall cease, and member shall be notified.	X	
1.3.05	Before painting, contract vendor shall remove hardware accessories, plates, lighting fixtures, screens, room numbers, louvers and all items that would be at risk during the painting process. The area shall be masked and protected for area not being painted.	X	
1.3.06	On completion of each area painted, contract vendor shall replace hardware accessories and remove masking. If a sign or door number was painted on the original wall, the room number or sign shall be replaced as existing, unless otherwise authorized.	X	
1.3.07	Exterior finish shall not be applied in damp, rainy weather or until the surface has dried thoroughly from the effects of such weather. Unless manufacturer specifications for a particular brand of finish states otherwise, applications shall not be made in temperatures below 50°F, or when temperatures may fall below 50°F.	X	
1.3.08	Contract vendor shall encapsulate lead paint according to current applicable ASTM and EPA codes and requirements.	X	
1.4 Exterior/Interior Painting and other Coating Applications – General Requirements			
1.4.01	Paint shall be well mixed and ground (homogenized). It shall not be caked, livered, curdled, thickened, skinned, nor badly settled in container to such a degree that it cannot be dispersed easily with a paddle to a good brushing consistency. It shall not body or thicken, cake, liver, curdle or skin when full, unopened containers are stored for six (6) months under warehouse conditions. All latex-based paints shall contain "freeze/thaw" cycle characteristics.	X	
1.4.02	Paints and coatings shall be washable, high quality, durable, long lasting paints with high pigments which reduce the number of coats required for proper coverage.	X	
1.4.03	Paint shall have application properties for easy brushing, spreading, and leveling.	X	

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

1.4.05	Products shall be applied per the manufacturer's instructions using a high quality natural or synthetic brush, roller, or spray equipment. Sealants, fillers, and special compounds shall be applied in the fashion recommended by manufacturer.	X	
1.4.06	Each coat shall be applied with the proper consistency and be free from brush marks, sags, runs, peeling, with no evidence of poor workmanship. Paint shall not overlap on windows, hardware or adjacent surfaces. Paint shall not seal a window. Windows and doors shall operate in a free fashion. Any glass scratched or damaged by contract vendor's work shall be replaced with the same quality and design at no additional cost to member.	X	
1.4.07	Unless otherwise specified, the jamb and head of doorframes shall be painted the same as the door.	X	
1.4.08	Contract vendor shall avoid paint splatter or injury to adjacent surfaces or areas. Drop cloths shall be used to protect furniture, flooring and surfaces. Any damage done including, but not be limited to: any surface, sprinkler systems or landscaping shall be restored by contract vendor at no cost to member.	X	
1.4.09	Contract vendor shall comply with manufacturer's recommended specified drying time between coats.	X	
1.4.10	Paint, varnish or stain shall not be reduced.	X	
1.4.11	Additional, reasonable quantities of paint or paint products for touch up and repairs may be provided to the member upon request.	X	
1.4.12	Contract vendors shall not place demolished materials, trash, used paint supplies, etc. in member's dumpsters. Contract vendor shall arrange for legal removal of disposed materials. Any hazardous materials shall be removed per current federal, state, and local codes.	X	
1.5	Wall Coverings (Waterproofing and Painting) Requirements		
1.5.01	Products shall be applied according to manufacturer's instructions.	X	
1.5.02	Finish coating shall exhibit exceptional resistance to abrasion, impact, hydrolysis, oxidative discoloration, and solvents.	X	
1.5.03	Vinyl wall covering shall be installed without defects.	X	
1.5.04	All vinyl wall covering offered shall be stain, mildew, tear resistant, fire rated, high tensile strength and offered in a variety of colors and designs.	X	
1.5.05	Only vinyl wall covering with current and applicable ASTM, NFPA and ICC Class A fire rating shall be installed in public classrooms.	X	
1.6	Custom Painting Services and Extra-cost Provisions Requirements		
1.6.01	Contract vendor may provide custom painting services including, but not be limited to: playing fields, tennis courts and other athletic areas, striping and marking for traffic control, emergency graffiti removal including repainting, and wall covering services.	X	
1.6.02	Striping and marking shall meet current applicable ADA requirements.	X	
1.7	Environmentally Responsible (Green) Products and Services Requirements	X	
1.7.01	Contract vendor shall make available to all members, environmentally responsible products and services, including low and no volatile organic compounds (VOC) paints and coatings.	X	
1.7.02	Products shall not contain any ingredients that are carcinogens, mutagens, reproductive toxins, hazardous air pollutants or ozone-depleting compounds. An exception shall be made for titanium dioxide and for products that are pre-tinted carbon black by the	X	

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

1.7.03	Products shall not contain 1,2-dichlorobenzene, alkylphenol ethoxylates, formaldehyde-donors (preservatives that release formaldehyde vapors), heavy metals including lead, mercury, cadmium, hexavalent chromium and antimony in the elemental form or compounds, phthalates and triphenyl tins and tributyl tins.	X	
1.7.04	Individual product VOCs shall produce an air concentration level no greater than 1/10 the threshold limit value in the industrial workplace.	X	
1.7.05	Products shall contain no more than 0.5% by weight of sum total of volatile aromatic compounds.	X	
1.7.06	Products shall not contain more than 0.05 parts per million (ppm) of formaldehyde.	X	
1.7.07	The VOC concentration of the product shall not exceed current applicable ASTM standard test method for specification of the VOC in low VOC content waterborne air-dry coatings (excludes water and colorants added at the point-of-sale): Flat Topcoat: 50 g/L (grams per Liter) Non-Flat Topcoat: 100 g/L Primer or Undercoat: 100 g/L Floor Paint: 100 g/L Anti Corrosive Coating: 250 g/L Reflective Wall Coating: 50 g/L	X	
1.7.08	The VOC concentration of the product shall not exceed current applicable ASTM standard test method for specification of the VOC in low VOC content waterborne air-dry coatings (including colorants added at the point-of-sale): Flat Topcoat: 100 g/L (grams per Liter) Non-Flat Topcoat: 150 g/L Primer or Undercoat: 150 g/L Floor Paint: 150 g/L Anti Corrosive Coating: 300 g/L Reflective Wall Coating: 100 g/L	X	
1.7.09	Packaging shall contain a minimum of 20% recovered material content. An exception shall be made for packaging that can be recycled as part of a manufacturer take-back program.	X	
1.7.10	Product packaging shall not exceed 100 ppm (0.01%) of heavy metals, including lead, mercury, cadmium, and hexavalent chromium.	X	
1.7.11	Environmentally responsible products offered shall have the desired attributes that qualify for points that will impact the LEED building certification.	X	
1.7.12	Environmentally responsible products shall be applied according to manufacturer's instructions.	X	
1.7.13	Contract vendor shall provide any certificates, testing, specifications and/or literature for all environmentally friendly products offered, if requested by the member.	X	
1.8	Warranty of Work Requirements		
1.8.01	Contract vendor shall, at their own expense, repair and replace all defective work, which is found to be defective during the term of the initial two (2) year warranty from the date of acceptance of work by member.	X	
1.8.02	The warranty for any work repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.	X	
1.8.03	This warranty shall not apply to normal wear and tear or damage by acts beyond the control of either party.	X	

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.)



February 10, 2020

Business minded.
Community focused.

Mohave Educational Services Cooperative, Inc.
Attn: Contracts Dept.
625 East Beale Street
Kingman, AZ 86401

**Re: Ghaster Painting & Coating, Inc. – Bonding Capacity
Invitation for Bid 20A-0214
Exterior/Interior Painting and Other Coating Applications**

Dear Sir/Madam:

It is our pleasure to provide our recommendation for Ghaster Painting & Coating, Inc. Current single job bonding limits are \$1,000,000 with an aggregate program of \$2,000,000, and we are willing to give positive consideration to future bonds within these limits if requested to do so.

Naturally, any specific bond requests are a confidential matter between the Surety Company and the Contractor and are subject to conditions at the time of bid or final bond issuance.

Bonds will be issued on Ohio Casualty Insurance Company paper. Ohio Casualty is a member of the Liberty Mutual Insurance Companies, is rated A (XV) (Excellent) by A.M. Best, and is listed on the United States Treasury Listing of Approved Sureties.

Please feel free to contact me should you need any additional information.

Sincerely,

Andrea T. Windish
Attorney-in-Fact

TUCSON
7202 E Rosewood | Suite 200
Tucson, AZ 85710
520.727.3910

PHOENIX
1050 W Washington St. Suite 233
Tempe, AZ 85281
480.596.2250

LAS VEGAS
9115 West Russell Rd. Suite 210
Las Vegas, NV 89148
702.233.0095

LOVITT-TOUCHE.COM



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8200198-977168

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies") pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie Clayton, Frances Farnsworth, Sarahyn Seymour, Charles A. Touche, Brian D. Wilder, Andrea F. Windish

all of the city of Tempe state of Arizona each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December 2018



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, an, letter of credit, currency rate, interest rate or residual value guarantees

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of December 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2020



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am - 4:30 pm EST on any business day

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

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 17) 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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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 proposal 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.

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

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?

Please see attached.

4. Indicate if your bid is regional or statewide: Regional _____ Statewide x ***See attached***

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			
Cochise			
Coconino			
Gila			
Graham			
Greenlee			
La Paz			
Maricopa			
Mohave			
Navajo			
Pima			
Pinal			
Santa Cruz			
Yavapai			
Yuma			



Method of Approach

Question #1: Provide project plan and how to implement:

Our Mohave team will have three Estimators/Project Managers assigned to the needs of the Mohave membership to ensure every request is handled quickly and efficiently. The primary contact for the Mohave account will be Gary Ghaster, our Senior Estimator. The second contact will be Kevin McDermott who has been an estimator with us for nine years and currently handles most of our school repaint and weatherization projects. The third contact will be our estimator Bill Ellison, who is very familiar with the Mohave contract, members and projects. Gary, Kevin and Bill will respond quickly to requests from Mohave members. They will provide a detailed estimate quickly for the proposed project and will work with the member to clarify the scope of work and schedule. They will also be the point of contact for scheduling, project management and project close out. Brad Duncan, our Operations Manager, will be the point of contact for contracts administration, open order/status reports, audits and reconciliation. Brittany Spencer, office manager, will be the contact for billing and invoicing.

Every project will be assigned a Superintendent who will run the project day to day and manage the paint crew assigned to the job. We have two Superintendents that will service this account. The first is Chuck Harris and he is our longest term employee who will celebrate his 31st anniversary here this spring. The second is Dan Thomas who has been here for seven years and is highly skilled running large, high profile projects.

Gary, Kevin and Bill will be available to review this account with members at any point it is deemed helpful or necessary. All of our estimators and superintendents are available by phone and email and are dedicated to quick response times.

Brad Ghaster, CEO, and Kirsten Ghaster, VP, are available at the office number or cell phone as well as by email if the need arises. The Ghaster Painting & Coatings office staff is available by phone and email during office hours of 7 – 5 Monday through Friday as well.



We are able to offer value added services frequently by painting items that were not included in the scope of work as a courtesy – such as painting trash enclosures, parking bollards, site lights etc. This can be determined on a case by case basis by the Estimator/Project Manager.

Our sales staff will only respond to the requests in the contract or services requested by the member as provided by the terms of our contract. Every painting service we offer is outlined in our Mohave bid package so there is nothing else that would be sold outside of that. In addition, our estimating team are all salaried employees, not commissioned, so there is no need to 'upsell'.

We do not limit the services we will provide nor will we limit service to certain types of members.

Question #2: Will our bid result in efficiencies and economy of scale?

Yes. We agree that a statewide contract for various services provides the members the best value and we look forward to applying our expertise in project management to provide the more cost effective solution for each project.

Question #3: Do we anticipate using subcontractors for any portion of a project?

There may be times when it is more cost effective for our customer for us to subcontract with our team of screened and reputable vendors to provide the following services – caulking removal and replacement, drywall repair and parking lot striping/markings. These options would be discussed during the bid process with the Mohave member. However, our crews are experienced in all services related to painting and are able to complete minor drywall repairs, texturing, caulking and EIFS repair that are needed for most painting projects.

We would not subcontract out any of the painting work in order to complete the project, our team of professional painters will be the ones to complete each project in house.

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

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. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
 - A short narrative description of what you are offering for this contract.
 - A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
 - Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
 - Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are a bona fide dealer for the products/services in the bid, or if you are a manufacturer of the products/services in the bid.
2. **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.
3. **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.

4. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work/sold products and services 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/DFCD8B9>

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:

Kris Kircher – City of Chandler

David Bannenburg - SMCC

Barry Lougheed – City of Mesa

Mike Fisher – Littleton ESD

Dan Ensign – Litchfield ESD

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

has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.



Ghaster Painting & Coatings is a full service painting contractor. We provide exterior and interior painting throughout the State of Arizona for educational, municipal, government, commercial, new build and industrial buildings and facilities. We also offer related services upon request such a parking lot striping, ADA markings, tennis/pickleball court restriping, caulking removal and replacement, graffiti removal, and minor stucco and drywall repair.

Our business philosophy is our mission of doing unto others as you would have them do unto you. Our core values are honesty, quality, knowledge and professionalism. We operate our business knowing that we have responsibilities to our customers, employees and our community. Our responsibility to our customer is to provide a quality painting project that lasts at a fair price with professionally trained applicators and premium paint products. Our responsibility to our employees is to provide a workplace that offers a stable and rewarding work environment, job training, opportunity for advancement and a compensation and benefits package that provides a high quality of life for their families. Our responsibility to *our community* is to operate with the highest ethics, to respect the environment by operating as a green business and to support local charities.

Our guiding principles in our business are short and sweet. They are:

1. Tell the truth.
2. Be fair.
3. Be kind.
4. Be trustworthy.
5. Treat your employees as family.
6. Treat your customers as friends.
7. Strive for excellence in all we do.

We believe that our reputation and measure of success will not be based on what we say about ourselves, but rather on what is said about Ghaster Painting & Coatings by those we have had the opportunity to serve. We believe that our references speak for themselves and encourage you to contact them to ask about their experience working with us. We pride ourselves on the fact that we have not had any complaints with the Better Business Bureau or the Registrar of Contractors. Somehow it has become old fashioned to say that the customer is always right. But for us, this is still very true.



comply with all state and federal immigration law. We will not offer a position unless they can pass all of these checks. 4.) We practice pre-employment drug testing as well as ongoing drug testing for all of our employees. 5.) We employ Alliance Safety as our safety company to inspect our jobsites and ensure compliance to OSHA in the field. They are also responsible for our ongoing safety training for our team. 6.) We are certified by the EPA as a lead-safe certified company and also carry a current Maricopa County Air Quality (dust) permit.

Our motto has always been that **'Our jobs look better longer'**. After 45 years in business, this has proven to be true. A great example of this is that we painted a high rise about 20 years ago and they called for their first repaint since then. The paint job lasted for 12 years longer than our warranty promised. Our standard labor warranty for our exterior work is three years whereas the Registrar of Contractors only requires a one year warranty period. Mohave requires a two year warranty for their members and we will be offering our "Signature Three Year Labor Warranty" for exterior painting to all Mohave members instead of the required two years. Many paint manufacturers offer longer warranty periods up to ten years as well. We stand behind our work and believe in having long term relationships with our customers that come from this commitment. With Ghaster Painting & Coatings, we will be there to take care of our customers after the project is completed.

Our company has a strong past performance with the many public entities and municipalities with whom we have the privilege of working. We have included some reference letters from our customers under Tab 5B. We currently have two SAVE contracts – one through Tempe Elementary Schools (IFB #19-16-23) and the other through Phoenix Union High School (IFB #1-917). We also have a cooperative contract through the City of Mesa (Contract #2018165) and the City of Chandler (Contract# BF7-910-9730). We also work for the Gila River Indian Community. We have painted for many schools and districts in the past year including Littleton, Litchfield, Tempe, Nogales, Coronado and more. We are also active members of AASBO.



equipment and supplies to each job can be completed as efficiently as possible. All employees will be wearing clean uniforms (shirts, hats and jackets) that are clearly marked with our company logo. Our foreman and superintendents shirts identify them as such so they are easy to find.

On the jobsite, all of our employees receive their schedule electronically and clock in and out through an app at the jobsite. The program does not allow them to clock in or out anywhere but from the jobsite to ensure correct timekeeping and billing. Our crews will remove all trash at the end of each day and each project as well as properly and safely dispose of all leftover paint and any hazardous materials according to EPA regulations.

Our bonding capacity is \$1,000,000 per job and \$2,000,000 aggregate through Liberty Mutual Insurance which is rated A (XV) Excellent by A.M. Best.

I, Brad A. Ghaster, am authorized as the President and CEO of Ghaster Painting & Coatings, Inc. to submit this bid for Mohave IFB 20A-0214 and our company is more than capable of providing the painting services requested by Mohave members during the course and scope of the contract. We look forward to the opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad A. Ghaster', written over a faint circular stamp.

Brad A. Ghaster, President/CEO

3. Past or Pending Litigation:

Ghaster Painting & Coatings, Inc. has no past or pending litigation for the past five years related to our products and/or services.

4. Small or Minority Business Status:

Ghaster Painting & Coatings, Inc. is a Small Business Enterprise (SBE) as granted by the City of Phoenix. Please see Tab 5B for a copy of our SBE certificate. In early 2019 the City ceased



7. Letters Regarding Banking & Payment History:

Our main business checking account has been with Arizona Federal Credit Union for over 15 years. Please see the statement provided from AZFCU regarding our average monthly balance in this account. Our business savings account has been with Wells Fargo for over 8 years as well as our line of credit (which has not been used). Please see the letter provided from Wells Fargo regarding the amount of our business line of credit.

8. EPA Lead Safe Certified Firm Certificate:

Please see our current EPA Lead Safe Certified Firm certificate which is valid until 7/10/2022.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038 9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

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

2020

ISSUED TO: GHASTER PAINTING & COATINGS
INCORPORATED
3120 W CAREFREE HWY STE 1
PHOENIX AZ 85086-3202

ALL communications and
reports **MUST REFER** to
this LICENSE NO.

► **LICENSE: 07525028**
START DATE: 01/17/1996
ISSUED: 12/19/2019
EXPIRES: 12/31/2020

LOCATION: CODE 001
GHASTER PAINTING & COATINGS
INCORPORATED
3120 W CAREFREE HWY STE 1
PHOENIX, AZ 85086
1900057541192



BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	CH - CHANDLER	CITY
029 - USE TAX	CH - CHANDLER	CITY
015 - CONTRACTING - PRIME	ME - MESA	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME	SC - SCOTTSDALE	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
030 - USE TAX FROM INVENTORY	SC - SCOTTSDALE	CITY

0040802028000078448440500438

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

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9 Is the survey information you have provided related to exterior/interior painting or other coating applications? **Yes**

Q10 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. **Respondent skipped this question**

Q11 Do you have any other comments, questions, or concerns?

Ghaster Painting earns your business, they are prompt and efficient along with matriculate accountable and use a top notch product. My only painting company!

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 Is the survey information you have provided related to exterior/interior painting or other coating applications? **Yes**

Q10 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. **Respondent skipped this question**

Q11 Do you have any other comments, questions, or concerns?

Ghaster Painting has done several projects for us over the last couple years and every aspect has been great. I hear from other District all the time as well about how attentive they are and do what they say they are going to do with a fair price.

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 Is the survey information you have provided related to exterior/interior painting or other coating applications? **Yes**

Q10 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. *Respondent skipped this question*

Q11 Do you have any other comments, questions, or concerns?

We have used Ghaster Painting for over three years and have been very happy with there work and customer service.

Q8 Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9 Is the survey information you have provided related to exterior/interior painting or other coating applications? **Yes**

Q10 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. **Respondent skipped this question**

Q11 Do you have any other comments, questions, or concerns?

Ghaster Painting is an excellent company. I would highly recommend them.

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

Pricing Methodology Description

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

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic 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.)

Labor & Equipment are fixed pricing.

Paint 15% discount

Misc. Materials 10% discount

Volume Discount Description

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

N/A – Ghaster Painting & Coatings, Inc. does not offer volume discounts.

Quick Pay Discount

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

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

Acceptance of Pcards for Payment

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

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

Based on A.D.O.A. State and County rates will be used. Please see attached.

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.

Ghaster Painting obtains bonding as required by contract awards. Every bond in general

is issued based on the total contract amount of the project. Sales tax will be included

in the bond amount as we include sales tax in our contract amounts. No additional line items

or breakouts of tax costs are listed on our bids.



State of Arizona Accounting Manual

Topic 50 Travel Issued 10/01/15
Section 95 Maximum Mileage, Lodging, Meal, Parking and Page 1 of 26
Incidental Expense Reimbursement Rates

INTRODUCTION

This section SAAM establishes policies and procedures for travel-related matters that are infrequently encountered. All rates cited are for reimbursement of actual costs or mileage incurred while traveling on State business.

Mileage rates and lodging rates, under A.R.S. §§ 38-623 and 38-624, respectively, are established by the ADOA, reviewed by the JLBC, and published in SAAM by the GAO.

Effective dates of rates are shown in parentheses following section titles.

1. PERSONAL VEHICLE MILEAGE REIMBURSEMENT RATE. (11/15/06)

Forty-four and one-half cents (**44.5¢**) per mile.

2. PRIVATELY-OWNED AIRCRAFT MILEAGE REIMBURSEMENT RATE. (11/15/06)

Ninety-nine and one-half cents (**99.5¢**) per mile.

Rate is based upon the shortest air routes from origin to destination. Landing and parking fees are reimbursable except those incurred at the location the aircraft is normally based.

Use of a privately-owned aircraft for State business requires the prior approval of the GAO.

3. AIRPORT PARKING. (10/01/13)

General Airport Parking Guidelines

While it is impractical to list parking rates for every airport in the country or even in the State, there are some general guidelines that all State travelers are to follow when parking at airports.

- Economy, long-term, off-premises parking serviced by shuttle is to be chosen when available.
- The State will not reimburse upcharges for covered or inside parking.

State of Arizona Accounting Manual

Topic 50 Travel Issued 10/01/15
 Section 95 **Maximum Mileage, Lodging, Meal, Parking and
 Incidental Expense Reimbursement Rates** Page 3 of 26

4. LONG-TERM SUBSISTENCE RATES (11/15/06)

Long-term subsistence involves at least thirty (30) days in travel status outside of a fifty (50) mile radius of both one's residence and duty post.

Up to the first seven (7) days of travel may be reimbursed at the allowable rates stated above if arrangements for housing cannot be made before travel. After this initial period, the following apply:

In-State:	Lodging	\$19.00 per night
	Meals & Incidentals	<u>\$20.00</u> per day
	Not to exceed a total of:	<u>\$39.00</u> per day
Out-of-State:	Determined on a case-by-case basis. Please submit request to the General Accounting Office, with sufficient details to determine appropriate rate.	

5. LODGING AND FULL-DAY MEAL AND INCIDENTAL EXPENSE REIMBURSEMENT RATES FOR DESTINATION LOCATED IN ALASKA AND HAWAII OR OUT-OF-COUNTRY. (10/01/15)

For the current Alaska, Hawaii and out-of-country rates, you may contact the GAO at (602) 542-1750 or visit the US Department of Defense website. Go to the GAO Website travel page at <https://gao.az.gov/travel/welcome-gao-travel> and click on the "Current Out-of-Country / Alaska, Hawaii---Lodging and Meal Index" link to find the rates for the appropriate location.

The breakdown for partial day meals for out-of-country can be done using the following percentages:

Breakfast	20%
Lunch	25%
Dinner	55%

6. MEAL & INCIDENTAL EXPENSE FOR PARTIAL DAY TRAVEL (10/01/15)

Full Day Rate	\$ 41.00	\$ 44.00	\$ 49.00	\$ 54.00	\$ 59.00	\$ 64.00
Partial Day Rates						
Breakfast	\$ 9.00	\$ 9.00	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00
Lunch	\$ 11.00	\$ 11.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00
Dinner	\$ 21.00	\$ 24.00	\$ 26.00	\$ 29.00	\$ 32.00	\$ 35.00
	<u>\$ 41.00</u>	<u>\$ 44.00</u>	<u>\$ 49.00</u>	<u>\$ 54.00</u>	<u>\$ 59.00</u>	<u>\$ 64.00</u>

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: 3120 W. Carefree Hwy., Suite 1 PMB 347, Phoenix, AZ 85086

Mail Address, if different: Same as Above

Main Phone Number: 602-277-8541

Website: www.ghasterpainting.com

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

Physical Address: 3120 W. Carefree Hwy., Suite 1 PMB 347, Phoenix, AZ 85086

Mail Address, if different: Same as Above

Main Phone Number: 602-277-8541

Website, if different: Same as Above

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

3. Contact information for purchase orders:

Physical Address: 3120 W. Carefree Hwy., Suite 1 PMB 347, Phoenix, AZ 85086

Email Address: gary@ghasterpaintinginc.com

Attention of: Gary Ghaster

4. Payment remittance address: 3120 W. Carefree Hwy., Suite 1 PMB 347, Phoenix, AZ 85086

Attn: Kirsten Ghaster

City: Phoenix State: AZ Zip: 85086

Telephone (invoice questions): 602-277-8541

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07525028

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

If yes, please check one:

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

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

*We are an MRRA Painting Contractor per the DOR. We only pay tax on the sale of materials

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 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.

Our exterior work is covered by our three year warranty. If any issue arises, the Mohave Member should Contact their Estimator to have warranty work done.

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.

Facility: Ghaster Painting & Coatings, Inc. - 3120 W. Carefree Hwy., Suite 1 PMB 347, Phoenix, AZ 85086

Contact: Gary Ghaster - 602-435-1902

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

N/A

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

Any/All member of our crew can service a warranty item.

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

N/A

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

We will respond as quickly to warranty requests as we do to 1st time calls.

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

Do you offer maintenance service plans? Yes No

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for 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**.

Maintenance service plan pricing is included on our price sheet. Please refer to pricing workbook.



Award Documents

20A-GHAST-0404 Ghaster Painting & Coatings, Inc.

20A-GHAST-0404 Award Letter	2
20A-GHAST-0404 Bid and Acceptance Form	6
20A-0214 Signed Award Recommendation	7
20A-0214 Evaluator Agreements	16
20A-GHAST-0404 Federal and State Excluded Parties Documents	19

Click section title to be taken directly to that section.

4/5/18 EH

NOTES ON AWARD FOR: Ghaster Painting & Coatings, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract # 20A-GHAST-0404.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing limited to a single member are not acceptable.
 - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.* Send requests for pricing updates to Maria Brissette – maria@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Ghaster Painting & Coatings, Inc.
 2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to Ghaster Painting & Coatings, Inc.
 3. Ghaster Painting & Coatings, Inc. provides product/services.
 4. Ghaster Painting & Coatings, Inc. invoices member.
 5. Member pays Ghaster Painting & Coatings, Inc.
 6. Ghaster Painting & Coatings, Inc. sends Usage and Reconciliation Report to Mohave.
 7. Ghaster Painting & Coatings, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a reconciliation report detailing activity under the contract, and payment for Mohave administration fees. Your report is due on the 10th of each month. These reports will detail activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. **Mohave's Audit Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report. They will also provide information and assist you in understanding what is required when submitting your reconciliation report.**
- Items in the reconciliation report must include member names, PO numbers, invoiced amounts, administration fees, invoice numbers, and credit/return information for all invoices paid and credits issued in the prior month. **You may submit alternate reports (different format, different field names, etc. from what is contained in the sample reconciliation report provided by Mohave's Audit Specialist), as long as the required information is provided.**

NOTES ON AWARD FOR: Ghaster Painting & Coatings, Inc.

- In your firm's response to Tab 3b Volume Discount Description, you stated, "*N/A – Ghaster Painting & Coatings, Inc. does not offer volume discounts.*" However, in "Summary Section 4-7" worksheet Section Six: Volume Discount Information, you provided a 5% additional discount for a 1,000-gallon purchase. Clarify in writing if your firm provides volume discounts.
 - If yes, clarify if it is for product only purchases, purchases made during the course of a painting and coating job, or both?
 - If no, and a volume discount is not offered, remove the volume discount information in Section Six in a revised pricing workbook.

Email this information to maria@mesc.org no later than May 4, 2020



Date: April 27, 2020

To: Anita S. McLemore, C.P.M., Executive Director

Through: Nancy Colbaugh, CPPB, Contracts Manager

From: Maria Brissette, CPPB, Contract Specialist I

Subject: Revised Award Recommendation for IFB 20A-0214, Exterior/Interior Painting and Other Coating Applications

On February 14, 2020 Mohave received five responses to IFB 20A-0214. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsive and responsible bidder(s). Market basket pricing was used to develop a ranking from lowest to highest price for the bids determined to be responsive and responsible. During the initial evaluation, Riddle Painting and Coatings Co. was determined to be the lowest bidder in three of the four sample jobs in the market basket comparison. On March 17, 2020 Riddle Painting and Coatings Co. was awarded a contract effective April 4, 2020.

In a reevaluation of the market basket comparison of April 24, 2020, Mohave discovered errors which revised some of the rankings in the four sample jobs. With the reevaluation it was determined that there was no clear low bidder. Based upon the rankings detailed below, A & H Painting, Inc. and Ghaster Painting & Coatings, Inc. has been awarded contracts effective May 5, 2020, with a truncated first year to be aligned with Riddle Painting and Coating, Co. renewal dates.

A&H Painting Inc., Fix Painting Company, Ghaster Painting & Coatings, Inc., Riddle Painting and Coatings Co., and Skyline Builders & Restoration, Inc. were determined to be responsive and responsible. They provided the following required information:

- Bid security of \$100,000
- Evidence of required licenses
- Evidence of required bonding capacity
- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered, except for one regional bidder
- Evidence of Environmental Protection Agency (EPA) certification

A&H Painting Inc., Ghaster Painting & Coatings, Inc., and Riddle Painting and Coatings Co. demonstrated the ability to effectively, and efficiently meet the needs of all our members' requirements for exterior/interior painting and other coating application projects.

The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing exterior and interior painting and coating services.

Award is recommended to the least number of bidders determined necessary to meet the members' requirements. The decision was 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.

IFB 20A-0214 Revised Award Recommendation

None of the bidder(s) recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

It is the recommendation of the evaluation committee that additional contracts be awarded to A & H Painting, Inc. and Ghaster Painting & Coatings, Inc. for IFB 20A-0214, Exterior/Interior Painting and Other Coating Applications.


It is recommended that the awards to A & H Painting, Inc. and Ghaster Painting & Coatings, Inc take effect on May 5, 2020, with a truncated first year to be aligned with Riddle Painting and Coating, Co. renewal dates.

Not recommended for award (Below the cutoff for least number of vendors determined necessary to meet the members' requirements.)

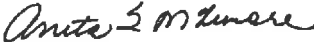
Fix Painting Company – The bidder's Sample Job One could not be considered because the sample job's coating product was not provided in their submitted pricing. This bidder was the fourth lowest bidder in Sample Jobs Two, Three, and Four. There were no performance requirements to substantiate award of an additional bid.

Skyline Builders & Restoration, Inc. – The four sample jobs in the bidder's response contained many paint and coatings products, which were not listed in their submitted pricing. This bidder's sample jobs pricing could not be confirmed for the market basket evaluated.

Approval of the additional #20A-0214 awards as recommended:

Signature: 
Nancy Colbaugh, CPPB
Contracts Manager

Date: April 27, 2020

Signature: 
Anita S. McLemore, C.P.M.
Executive Director

Date: April 27, 2020

IFB 20A-0214 Award Recommendation

Bidder	Sample Job One	Sample Job Two	Sample Job Three	Sample Job Four
Riddle Painting and Coatings Co.	\$72,320.00	\$17,583.22	\$4,984.00	\$6,940.00
A&H Painting Inc.	\$55,100.00	\$22,712.60	\$5,896.00	\$19,797.50
Ghaster Painting & Coatings, Inc.	\$65,660.00	\$22,927.20	\$7,271.00	\$24,202.50
Fix Painting Company	Could not be determined.	\$99,368.24	\$28,275.00	\$94,542.50
Skyline Builders & Restoration, Inc.	Could not be determined.	Could not be determined.	Could not be determined.	Could not be determined.

Details for the recommended awards are as follows:

Riddle Painting and Coatings Co. was the low bidder in three out of the four sample jobs and third lowest in Sample Job One. They have a large installed base of products and services in Arizona. They provide statewide services. Their current bonding capacity is \$2,000,000 single and \$5,000,000 aggregate. They provide the required license, and a certification from the Environmental Protection Agency allowing lead-based painting repair and renovations. Riddle Painting and Coatings Co. offers products from the following painting and coating manufacturers: Behr, Dunn Edwards, Benjamin Moore, Glidden, PPG Industries, RainGuard, Okon, and Sherwin Williams.

The bidder recommended for award is not on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contract under IFB 15E-0324 expires on April 3, 2020. It is recommended the award under IFB 20A-0214 take effect on April 4, 2020.

It is the recommendation of the evaluation committee that a contract be awarded to Riddle Painting and Coatings Co. for Exterior/Interior Painting and Other Coating Applications.

Not recommended for award (Below the cutoff for least number of vendors determined necessary to meet the members' requirements.)


A&H Painting Inc. – This bidder was the second lowest bidder. There were no apparent price and/or performance requirements to substantiate award of an additional bid.

Ghaster Painting & Coatings, Inc. – This bidder was the third lowest bidder. There were no apparent price and/or performance requirements to substantiate award of an additional bid.


Fix Painting Company – The bidder's Sample Job One could not be complete due to a coating product not provided in their submitted pricing. This bidder was the fourth lowest bidder in Sample Jobs Two, Three, and Four. There were no performance requirements to substantiate award of an additional bid.

Skyline Builders & Restoration, Inc. – The four sample jobs in the bidder's response contained many paint and coatings products which were not listed in their submitted pricing. This bidder's sample jobs pricing could not be determined.

Approval of the # IFB 20A-0214 award as recommended:

Signature: 
 Nancy Colbaugh, CPPB
 Contracts Manager

Date: March 17, 2020

Signature: 
 Anita S. McLemore, C.P.M.
 Executive Director

Date: March 17, 2020

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.

0 Open Cases <i>i</i>	CLOSED CASES	
	0 Disciplined Cases <i>i</i>	0 Resolved / Settled Cases <i>i</i>

BOND INFORMATION

How to collect from a license bond (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)

Bond Type: **SURETY**

Bond Number: **AK4898**

Effective Date: **2006-03-03**

Bond Company: **CONTRACTORS BONDING & INS CO**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 6750.00**

Status: **ACTIVE**

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.

0 Open Cases <i>i</i>	CLOSED CASES	
	0 Disciplined Cases <i>i</i>	0 Resolved / Settled Cases <i>i</i>

BOND INFORMATION

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Bond Type: **SURETY**

Bond Number: **AK4898**

Effective Date: **2006-03-03**

Bond Company: **CONTRACTORS BONDING & INS CO**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 6750.00**

Status: **ACTIVE**

IFB 20A-0214EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Jeff Stewart, Buyer EMPLOYER Queen Creek Unified School District
ADDRESS 20217 E. Chandler Heights Rd, Queen Creek, AZ 85742 PHONE 480-987-5951
Contract Specialist working with: Maria Brissette, CPPB, Contract Specialist I

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

JS I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The IFB evaluation criteria is as follows:

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

Responsible bidder: A responsible bidder is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

Responsive bids: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

JS I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation.

JS I agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona statute (per ARS § 41-2616, C).

JS I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the bidders responding to this solicitation with a view toward securing a contract.

Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if wish or do not to be thanked in this manner, by indicating with Yes or No answer below:

(Yes) (No)

Please indicate your answer by signing your initials in the appropriate boxes

New Evaluator

Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

Business Interest

Are you, or any of your relatives, involved in any ownership, employment, public or private affiliations, or special arrangements which may have a substantial (Substantial means: any pecuniary or proprietary interest, either direct or indirect, other than a remote interest) interest in any contract, sale, purchase, or service involving Mohave or any of Mohave's contracts, vendors or members?

No

Yes Please describe below (attach sheet if necessary):

Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:

- 1. Intentionally or knowingly violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 6 FELONY.
- 2. Recklessly or negligently violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 1 MISDEMEANOR.

I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature Jeff Stewart

Date 02-20-2020

Signature by Mohave: Amrita S. M. Lawrence

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

SAM Search Results
List of records matching your search for :

Search Term : Ghaster Painting & Coatings, Inc.*
Record Status: Active

No Search Results



Extensions & Amendments

20A-GHAST-0404 Ghaster Painting & Coatings, Inc.

20A-GHAST-0404 Contract Extension Effective 4/4/2021 2

20A-GHAST-0404 Contract Amendments 6

Mohave Contract Extension periods are for one year following the effective date, unless noted otherwise.

Click section title to be taken directly to that section.

4/5/18 EH

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Combination. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 4/4/2022.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Ghaster Painting & Coatings, Inc
3120 W. Carefree Hwy., Suite 1 PMB 347
Phoenix, AZ 85086

Remit to: Ghaster Painting & Coatings, Inc
Accounts Receivable
Phoenix, AZ 85086

Member Contact: Gary Ghaster
Contract Administrator: Kirsten Ghaster
Phone Number: 602-277-8541
Fax Number: 602-277-8576

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

SAM Search Results
List of records matching your search for :

Search Term : Ghaster Painting And Coatings, Inc.*
Record Status: Active

No Search Results



Mohave Contract
20A-GHAST-0404

Ghaster Painting & Coatings, Inc
Via Email

9/16/2021

Agreement to Modify/Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements and 2 CFR § 200.216 and/or 2 CFR § 200.471, Mohave is modifying/amending its existing contracts. Please review, initial next to the requirement, sign at the bottom of the contract modification/amendment and return to Mohave no later than September 24, 2021.

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment: Offeror agrees that it will not provide equipment, services or systems that do not comply with 2 CFR § 200.216 and/or 2 CFR § 200.471.

KGG Initial Agreement as the Authorized Representative of the Contract Vendor.

Failure to sign and return amendment by the close of business on September 24, 2021, may result in your contract being placed on hold or canceled.

Modification/Amendment takes effective September 27, 2021.

Kirsten Ghaster

Kirsten Ghaster
Ghaster Painting & Coatings, Inc

Dated 9/20/21

Anita McLemore

Dated: September 16, 2021
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

Bidder	Sample Job One	Sample Job Two	Sample Job Three	Sample Job Four	Totals
A&H PAINTING INC.	\$55,100.00	\$22,712.60	\$5,896.00	\$19,797.50	\$103,506.10
Fix Painting Company	Could not be determined.	\$99,368.24	\$28,275.00	\$94,542.50	Could not be determined.
Ghaster Painting & Coatings, Inc.	\$65,660.00	\$22,927.20	\$7,271.00	\$24,202.50	\$120,060.70
Riddle Painting and Coatings Co.	\$72,320.00	\$17,583.22	\$4,984.00	\$6,940.00	\$101,827.22
Skyline Builders & Restoration, Inc.	Could not be determined.	Could not be determined.	Could not be determined.	Could not be determined.	Could not be determined.

lowest
second lowest
third lowest
fourth lowest

15E-RIDDLE-0403's current pricing
 15E-RIDDLE-0403's current pricing
 15E-RIDDLE-0403's current pricing

Riddle Painting and Coatings Co. per IFB 20A-0214's Response Versus 15E-RIDDLE-0403

IFB 20A-0214's Pricing										15E-RIDDLE-0403, current pricing											
Manufacturer	Product	Product Name/Description	Customer Qty	Customer Unit	Customer Price	Applied pricing	Applied pricing	Applied pricing	Applied pricing	Notes if pricing is for bid only	Manufacturer	Product	Product Name/Description	Customer Qty	Customer Unit	Customer Price	Applied pricing	Applied pricing	Applied pricing	Applied pricing	Notes if pricing is for bid only
John	800010	Premium Plus	1	Gal	\$24.50	\$24.50	\$24.50	\$24.50		Smooth, Semi-Rough, Satin, Eggshell	John	800010	Premium Plus	1	Gal	\$24.50	\$24.50	\$24.50	\$24.50		Smooth, Semi-Rough, Satin, Eggshell
John	800020	Premium Plus	1	Gal	\$25.75	\$25.75	\$25.75	\$25.75		Smooth, Semi-Rough, Satin, Eggshell	John	800020	Premium Plus	1	Gal	\$25.75	\$25.75	\$25.75	\$25.75		Smooth, Semi-Rough, Satin, Eggshell
John	800030	Premium Plus	1	Gal	\$26.50	\$26.50	\$26.50	\$26.50		Smooth, Semi-Rough, Satin, Eggshell	John	800030	Premium Plus	1	Gal	\$26.50	\$26.50	\$26.50	\$26.50		Smooth, Semi-Rough, Satin, Eggshell
Dunn Edwards	VMP100-1	Vinyl Ester Plus	1	Gal	\$14.25	\$14.25	\$14.25	\$14.25		Smooth, Semi-Rough, Satin, Eggshell	Dunn Edwards	VMP100-1	Vinyl Ester Plus	1	Gal	\$14.25	\$14.25	\$14.25	\$14.25		Smooth, Semi-Rough, Satin, Eggshell
Dunn Edwards	S20100-1	Supreme Plus	1	Gal	\$12.50	\$12.50	\$12.50	\$12.50		Smooth, Semi-Rough, Satin, Eggshell	Dunn Edwards	S20100-1	Supreme Plus	1	Gal	\$12.50	\$12.50	\$12.50	\$12.50		Smooth, Semi-Rough, Satin, Eggshell
Shawen Williams	SDW201-1	High Build Primer	1	Gal	\$11.00	\$11.00	\$11.00	\$11.00		Smooth, Semi-Rough, Satin, Eggshell	Shawen Williams	SDW201-1	High Build Primer	1	Gal	\$11.00	\$11.00	\$11.00	\$11.00		Smooth, Semi-Rough, Satin, Eggshell
Shawen Williams	SDW500-1	Ultra Duty Flex Coat	1	Gal	\$18.25	\$18.25	\$18.25	\$18.25		Smooth, Semi-Rough, Satin, Eggshell	Shawen Williams	SDW500-1	Ultra Duty Flex Coat	1	Gal	\$18.25	\$18.25	\$18.25	\$18.25		Smooth, Semi-Rough, Satin, Eggshell
Shawen Williams	AS-1	Seal	1	Gal	\$16.50	\$16.50	\$16.50	\$16.50		Smooth, Semi-Rough, Satin, Eggshell	Shawen Williams	AS-1	Seal	1	Gal	\$16.50	\$16.50	\$16.50	\$16.50		Smooth, Semi-Rough, Satin, Eggshell
Shawen Williams	AS-100-1	Industrial VOC	1	Gal	\$17.00	\$17.00	\$17.00	\$17.00		Smooth, Semi-Rough, Satin, Eggshell	Shawen Williams	AS-100-1	Industrial VOC	1	Gal	\$17.00	\$17.00	\$17.00	\$17.00		Smooth, Semi-Rough, Satin, Eggshell
Shawen Williams	AS-1	Seal	1	Gal	\$13.50	\$13.50	\$13.50	\$13.50		Smooth, Semi-Rough, Satin, Eggshell	Shawen Williams	AS-1	Seal	1	Gal	\$13.50	\$13.50	\$13.50	\$13.50		Smooth, Semi-Rough, Satin, Eggshell
Shawen Williams	AS-5	Seal	1	Gal	\$10.25	\$10.25	\$10.25	\$10.25		Smooth, Semi-Rough, Satin, Eggshell	Shawen Williams	AS-5	Seal	1	Gal	\$10.25	\$10.25	\$10.25	\$10.25		Smooth, Semi-Rough, Satin, Eggshell

Riddle Painting and Coatings Co.'s IFB 20A-0214 pricing versus Tempe School District IFB 19-16-23

Type of Labor Rate	Riddle Painting and Coatings Co.'s normal labor rates IFB 20A-0214	Tempe School District IFB 19-16-23
Apprentice	\$40.00	\$40.00
Journeyman	\$45.00	\$45.00
Helper	\$35.00	\$35.00
Supervisor	\$60.00	\$60.00
Other	N/A	\$20.00

Riddle Painting and Coatings Co.'s IFB 20A-0214 "product only" pricing versus current GSA Pricing.

Item	Manufacturer	Product Name	Quantity	Unit	Price per Unit	Notes
Primer, Waterbase, Premium	Dunn Edwards	VMP100-1	1	Gal	\$14.25	
Primer, Waterbase, Premium	Dunn Edwards	VMP100-5	5	Gal	\$71.25	
Primer, Flat, Sparckboard	Dunn Edwards	SDW100-1	1	Gal	\$11.00	
Primer, Flat, Sparckboard	Dunn Edwards	SDW100-5	5	Gal	\$55.00	
Primer, Semi-Gloss, Supreme White	Dunn Edwards	WR-3	1	Gal	\$12.50	
Primer, Semi-Gloss, Supreme White	Dunn Edwards	WR-3	5	Gal	\$62.50	
Primer, Semi-Gloss, Supreme White	Dunn Edwards	SDW100-1	1	Gal	\$11.00	
Primer, Semi-Gloss, Supreme White	Dunn Edwards	SDW100-5	5	Gal	\$55.00	
Primer, Ultra Spec, Interior	Benjamin Moore	MO-1	1	Gal	\$12.50	
Primer, Ultra Spec, Interior	Benjamin Moore	MO-1	5	Gal	\$62.50	
Primer, Ultra Spec, Dry Coat, White	Benjamin Moore	MO-100	1	Gal	\$12.50	
Primer, Ultra Spec, Dry Coat, White	Benjamin Moore	MO-100	5	Gal	\$62.50	
Primer, Ultra Spec, Acrylic, White	Benjamin Moore	MO-100	1	Gal	\$12.50	
Primer, Ultra Spec, Acrylic, White	Benjamin Moore	MO-100	5	Gal	\$62.50	
Primer, Flat, A-100	Shawen Williams	AS-1	1	Gal	\$13.50	
Primer, Flat, A-100	Shawen Williams	AS-1	5	Gal	\$67.50	
Primer, Zero VOC, Padlock 200	Shawen Williams	SDW200-1	1	Gal	\$17.00	
Primer, Zero VOC, Padlock 200	Shawen Williams	SDW200-5	5	Gal	\$85.00	
Primer, Flat, "Durabond"	Shawen Williams	SDW500-1	1	Gal	\$18.25	
Primer, Flat, "Durabond"	Shawen Williams	SDW500-5	5	Gal	\$91.25	
Water Sealer, BaseGuard Black (5m)	Ben Guard	BG-2000-1	1	Gal	\$12.50	
Water Sealer, BaseGuard Black (5m)	Ben Guard	BG-2000-5	5	Gal	\$62.50	