

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ASSOCIATED FENCE OF GLENDALE, L.L.C.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Associated Fence of Glendale, L.L.C., a(n) Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On November 3, 2020 under Mohave Cooperative Purchasing Agreement, the Mohave Educational Services Cooperative, Inc., entered into a contract with Contractor to purchase the goods and services described in the Job order Contracting for Fencing, Contract No. 20G-AFCO-1103 ("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 November 3, 2020, until the date the contract expires on November 3, 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 November 3, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

November 3, 2022. The City may renew the term of this Agreement for (3) one-year periods until the Cooperative Purchasing Agreement expires on November 3, 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 eight hundred thousand dollars (\$800,000) 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 Bill Stout Landfill Supervisor  
6210 W. Myrtle Ave., Ste. 111  
wstout@glendaleaz.com

And

Associated Fence of Glendale, L.L.C.  
8320 N. 67th Avenue  
Glendale, AZ 85302  
RyanB@AssociatedFence.Net

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

“City”

City of Glendale, an Arizona  
municipal corporation

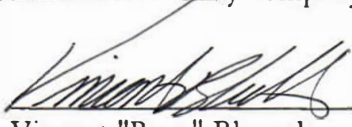
By: \_\_\_\_\_

Kevin Phelps  
City Manager

“Contractor”

Associated Fence of Glendale, L.L.C.,  
an Arizona limited liability company

By: \_\_\_\_\_

  
Name: Vincent "Ryan" Blauvelt  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
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AND  
ASSOCIATED FENCE OF GLENDALE, L.L.C.**

**EXHIBIT A**  
(MOHAVE EDUCATIONAL SERVICES COOPERATIVE CONTRACT NO. 20G-AFCO-1103  
JOB ORDER CONTRACTING FOR FENCING)

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ASSOCIATED FENCE OF GLENDALE, L.L.C.**

**EXHIBIT B  
Scope of Work**

**PROJECT**

The contractor will provide installation, repair, rehabilitation, and alteration services to the City of Glendale Landfill for the new perimeter fencing on an as-needed basis.

**LINKING AGREEMENT  
BETWEEN  
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AND  
ASSOCIATED FENCE OF GLENDALE, L.L.C.**

**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 the Contractor for full completion of all work required by the project must not exceed \$800,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

The City shall pay contractor compensation in accordance with the rates as set forth in the Mohave Educational Services Cooperative Contract No. 20G-AFCO-1103 for Job Order Contracting for Fencing.



# Award Documents

## 20G-AFCO-1103 Associated Fence Company

20G-AFCO-1103 Award Letter .....	2
20G-AFCO-1103 Offer and Acceptance Form .....	5
20G-0910 Signed Award Recommendation .....	6
20G-0910 Evaluator Agreements .....	8
20G-AFCO-1103 Federal and State Excluded Parties Documents .....	13

Click section title to be taken directly to that section.

4/5/18 EH

## NOTES ON AWARD FOR: Associated Fence Company

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute and cannot be changed by Mohave. Members can go to ([service.mesc.org/PVF/plist.php](http://service.mesc.org/PVF/plist.php)) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #20G-AFCO-1103.
- **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 Mike Nentwig – [mike@mesc.org](mailto:mike@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 Associated Fence Company.
  2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to Associated Fence Company.
  3. Associated Fence Company provides product/services.
  4. Associated Fence Company invoices member.
  5. Member pays Associated Fence Company.
  6. Associated Fence Company sends Usage and Reconciliation Report to Mohave.
  7. Associated Fence Company remits administration fee monthly, based on invoices paid.
  8. Mohave audits selected purchases.

**Technical Proposal  
Offer and Acceptance Form  
(Place after Tab 1a)**

**RFP 20G-0910  
Job Order Contracting for Fencing**

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

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

Federal Employer Identification Number 86-0707834

Company Name Associated Fence Company

Address 8320 N 67<sup>th</sup> Avenue City Glendale State AZ Zip 85302

Telephone Number (623) 247-5896

The *Offer and Acceptance Form* should be submitted with a signature of the person authorized to sign the proposal. The person signing the proposal shall initial erasures, interlineations, or other modifications in proposal. Failure to sign the *Offer and Acceptance Form*, or to make other notations as indicated, may result in rejection of proposal.

**Authorized Signature** 

Printed Name Vincent "Ryan" Blauvelt

Title President

Primary Email RyanB@AssociatedFence.net

Alternate email VinceB@AssociatedFence.net

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

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

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

***Your Proposal is Hereby Accepted:***

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions. Your firm has been awarded all products and services, unless noted in your Notification of Award Letter.

This contract shall be referred to as Contract Number 20G-AFCO-1103

Awarded this 14 day of October 2020.

This contract shall be effective the 3 day of November 2020. ✓



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

## RFP 20G-0910 Award Recommendation

The evaluation committee determined a single award was not advantageous for Mohave's members. 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 new and repair of existing chain link, wrought iron and weaved fencing; installation and maintenance of automatic vehicle and personnel entry gates; and design and installation of fencing used at sports complexes. No single offer demonstrated the ability to effectively, and efficiently meet all our members' needs for Job Order Contracting fencing projects.

Award is recommended to the least number of offerors 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.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing fencing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

None of the offerors 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.

The current contracts under RFP 15J-0828 expire on November 2, 2020. It is recommended the awards under RFP 20G-0910 take effect on November 3, 2020.


It is the recommendation of the evaluation committee that contracts be awarded to Associated Fence Company, Biddle & Brown Fence Co., LLC and Phoenix Fence Company for Job Order Contracting for Fencing.

### **Not recommended for award**

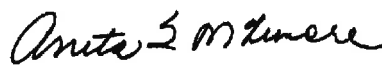
**Adams Fence, LLC** – This firm's proposal received a lower score than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

**Hurricane Fence Co** – This firm's proposal received a lower score than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

Approval of the #20G-0910 award as recommended:

Signature:   
Nancy Colbaugh,  
CPPB Contracts  
Manager

Date: October 14, 2020

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

Date: October 14, 2020

**RFP 206-0910 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM**

NAME and TITLE ERIC SPARKMAN C.O.K. ENGINEER EMPLOYER C.O.K.  
ADDRESS 310 N. 4th St. KINGMAN, AZ 86401 PHONE 928-753-8134  
Working with the following Mohave Contract Specialist: MIKE NENTWIG

**Statement of Understanding**

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

MS I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.  
*The RFP evaluation criteria is as follows:*

**Basis of award:** In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(J), ARS §34-604(F)(9) and §41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

**Responsive proposals:** A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

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

**Reasonably susceptible of being awarded:** A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

MS 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.

MS 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)).

MS 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**

MS  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?

MS  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.

MS 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 Eric Sparkman Date 9/11/20

Signature by Mohave: Anita S. Moore

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

**RFP 20G-0910 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM**

NAME and TITLE Chris Mauser Audit Specialist EMPLOYER MESC

ADDRESS 625 E. Beale PHONE 928-718-3215

Working with the following Mohave Contract Specialist: Mike Ventwig

**Statement of Understanding**

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

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

**Basis of award:** In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(J), ARS §34-604(F)(9) and §41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

**Responsive proposals:** A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

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

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- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

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.

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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

Chris Mauser

Date

9/15/20

Signature by Mohave:

Amie S. Moore

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

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Associated Fence\***  
**Record Status: Active**

**No Search Results**



# Extensions & Amendments

## 20G-AFCO-1103 Associated Fence Company

20G-AFCO-1103 Contract Extension Effective 11/3/2021 .....	2
20G-AFCO-1103 Contract Amendments .....	12

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 UPB Multiplier. 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 11/3/2022. ✓

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  
Associated Fence Company  
8320 N. 67th Avenue  
Glendale, AZ 85302

Remit to: Associated Fence Company  
Accounts Receivable  
8320 N. 67th Avenue  
Glendale, AZ 85302

Member Contact: Dennis West  
Contract Administrator: Ryan Blauvelt  
Phone Number: 623-247-5896  
Fax Number: 632-939-1940

## 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.



# 20G-AFCO-1103

## Contract Amendments

POLICY NUMBER: 603034625

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: Associated Fence Inc  
COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person or Organizations	Location and Description of Completed Operations
Mohave Educational Services Cooperative Inc.	523 E. Beale Street Kingman, Arizona 86401

**PROJECT:** 20G-AFCO-1103

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operation hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS SCHEDULE PERSON OR ORGANIZATION**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: Associated Fence Inc  
COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person or Organizations	Location and Description of Completed Operations
Mohave Educational Services Cooperative Inc.	523 E. Beale Street Kingman, Arizona 86401

**PROJECT:** 20G-AFCO-1103

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement

Section II: Who is an insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the insured and then only as respects any claim, loss or liability arising out of the operation of the Named Insured, and only if such claim, loss or liability is determined **THE INSURANCE AFFORDED TO SUCH ADDITIONAL INSURED(S) LISTED IS PRIMARY AND SHALL NOT CONTRIBUTE IN ANY WAT WITH ANY OTHER INSURANCE WHICH SUCH ADDITIONAL INSURED MAY HAVE.**



MOHAVE  
COOPERATIVE

Mohave Contra  
20G-AFCO-11C

Associated Fence Compar  
Via Em

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.


VB 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.

  
Ryan Blauvelt  
Associated Fence Company

Dated 9/21/2021

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



20G-AFCO-11030 Table of Contents  
 Associated Fence Company  
 Response to RFQ 20G-0702

Letter of Advancement .....	2
Tab 1A - Signed Offer & Signature Form and Confidential/Proprietary Submittal .....	3
Tab 1B - Amendments .....	No Amendments were issued for this RFQ.
Tab 1C - General Terms and Conditions .....	5
Tab 1D - Scope of Work .....	13
Tab 2A - Tab 2 Table of Contents .....	16
Tab 2B - Letter of Introduction .....	17
Tab 2C - Basic Company Information .....	18
Tab 2D - General and/or Specialty Contracting Information .....	21
Tab 2E - Form of Ownership .....	22
Tab 2F - Company Personnel Information .....	23
Tab 2G - List of Consultants and Subcontractors .....	54
Tab 2H - Financial Information .....	All financial information is kept confidential and has been removed.
Tab 2I - Certificate of Insurance .....	Please call Mohave for information.
Tab 2J - Past Performance Information .....	55
Tab 2K - Contract Management Plan .....	66
Tab 2L - Quality Management Plan .....	73
Tab 2M - Subcontractor Management Plan .....	77
Tab 2N - Safety Plan .....	81
Tab 3 - Additional Information .....	Please call Mohave for information.

Click section title to be taken directly to that section.

4/5/18 EH

Offer and Signature Form  
(Place after Tab 1a)

**Request for Qualifications 20G-0702  
Job Order Contracting for Fencing**

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

The undersigned hereby offers a Statement of Qualifications in compliance with all terms and conditions, requirements and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements in the General Terms and Conditions.

Federal Employer Identification Number: 86-0707834

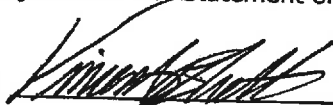
Company Name: Associated Fence

Address: 8320 N 67<sup>th</sup> Avenue City: Glendale State: AZ Zip: 85302

Telephone Number: (623) 247-5896

The *Offer and Signature Form* shall be submitted with a signature of the person authorized to sign the offer. The person signing the offer shall initial erasures, interlineations or other modifications in the Statement of Qualifications. Failure to sign the *Offer and Signature Form*, or to make other notations as indicated, may result in rejection of the Statement of Qualifications.

Authorized Signature



Printed Name: Vincent "Ryan" Blauvelt

Title: President

Primary Email: Ryanb@AssociatedFence.Net Alternate email: Vinceb@AssociatedFence.Net

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



**Amendment 1  
Request for Proposal 20G-0910  
Job Order Contracting for Fencing**

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

Amendment 1 is acknowledged by: *Vincent Blauvelt*

Printed Name and Title: Vincent "Ryan" Blauvelt, President

Name of Firm: Associated Fence

Date: September 1, 2020

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

**Note:** The published due date and time of September 10, 2020 at 3:00 p.m. (local Arizona time) remains unchanged.

**PRICE PROPOSAL - PRIMARY VENDOR INFORMATION REVISIONS:**

Page 29, Item 6 – Mohave Provided Unit Price Book (UPB) Bullet 5 – The requested coefficients for non-pre-priced items are no longer requested.

Attached to this Amendment is a revised Page 29.

**UNIT PRICE BOOK REVISION:**

UPB titled "RFP 20G UPB Pricing.xlsx" UPB Category 10420 – Coefficient(s) for Non-Pre-priced Items – The requested coefficients for non-pre-priced items are no longer requested.

Attached is a revised UPB titled, "Amendment 1 RFP 20G UPB Pricing.xlsx".

All questions regarding Request for Proposal 20G-0910 should be directed to:

Mike Nentwig, CPPB, Contract Specialist I

Email: [contracts@mesc.org](mailto:contracts@mesc.org)

Telephone: (928) 718-3203

*Anita S. McLemore*

Anita S. McLemore, C.P.M.

Executive Director

Mohave Educational Services Cooperative, Inc.

**Publish Date: Aug 12, 2020**

**Technical Proposal**  
**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**

Offeror 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. CANCELLATION**

**3.1. 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.

**3.2. 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.

**3.3. Cancellation for conflict of interest:** In accordance with A.R.S. §38-511, Mohave may cancel the Contract within 3 years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Mohave is or becomes at any time while the Contract, or an extension of the Contract is in effect an employee of or a consultant to any party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**3.4. 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.

**3.5. Cancellation for non-performance or contract vendor deficiency:** Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;

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

**5. CERTIFICATION**

By signing the *Offer and Acceptance Form* (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the proposal did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror 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 offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, 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.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror 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).
- Offeror 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, offeror 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, offeror 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 Request For Proposal.
- If awarded a contract, offeror 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).
- Offeror 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.
- Offeror 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.
- If applicable to the products and services offered under this contract, Offeror 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.

**6. CONFIDENTIAL INFORMATION**

**6.1. Confidential information request:** If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire proposal as confidential will not be considered.

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

**8.8. 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.

**8.9. 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.

**8.10. 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.

**8.11. 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.

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

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

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

**11.5. Evaluation criteria:** The evaluation criteria for this solicitation, and the maximum points for each, are as follows:

<b>Criteria</b>	<b>Points</b>
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor selection and management plan	5
Offeror's financial capacity	5
Offeror's safety management plan, safety training plan and EMR	5
References, past performance information and other pertinent information	5
Cost (UPB Coefficients, Other costs, e.g. travel, meals and incidental expenses (M&IE)	75
<b>Total:</b>	<b>175</b>

**11.6. Evaluation process:** Before opening any price proposal, the selection committee shall open and separately evaluate the final technical proposals and score the final technical proposals using the scoring method in this Request for Proposal. No other factors or criteria shall be used in evaluation and scoring. After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open, evaluate and score the price proposals, and complete scoring of the entire proposal using the scoring method in this Request for Proposal. No other factors or criteria shall be used in evaluation and scoring.

Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any final calculated rank ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

**11.7. 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 request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**11.8. Maximum job order:** The maximum dollar amount of an individual job order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to Title 38, Chapter 3, Article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

**11.9. Method of evaluation:** Mohave shall select a selection committee of not more than seven (7) members to evaluate the statement of qualifications. Composition of the selection committee shall be in compliance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1107, ARS §34-604(C)(3) and §41-2579(C)(3).

**11.10. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award up to five contracts to individual firms receiving the highest number of points. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave. Each of the multiple contracts will be awarded to a separate person/firm. Offeror 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 Mohave 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.

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

*Contract vendor support means services provided by the contract vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.*

**12. FEDERAL and STATE REQUIREMENTS**

**12.1. Affordable Care Act requirements:** Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

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

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

**12.4. Compliance with federal and state requirements:** Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Offerors for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Offerors, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

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

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

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

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

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

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

Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

The contract vendor is not required to be registered to perform design services pursuant to A.R.S. Title 32, Chapter 1 if the person actually performing the design services on behalf of the contract vendor is appropriately registered.

**17. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

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

**17.2. Withdrawal of proposal:** An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

**18. ORDER OF PRECEDENCE**

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

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

**19. ORDERING CYCLE**

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

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

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

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

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

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

**20.10. Reporting and payment of administration fees to Mohave:** The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

**Purchases made with purchase orders:** Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

**Purchases made with Pcards:** The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

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

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

**21. PREPARATION OF PROPOSAL and PROPOSAL FORMAT**

**21.1. Modification of proposal:** An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

**21.2. Cost of proposal preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

**21.3. Offeror responsibility:** Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing a proposal confers no right of withdrawal after due date and time.

**21.4. Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered. ***Each offeror shall submit separately a technical and a price proposal.*** When applying the scoring method, the committee will separately evaluate the technical and price proposals. The technical proposal will be evaluated and scored before opening the price proposal. To be considered responsive, the offeror's entire proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.

**Technical and price proposals:**

**Technical proposal consists of:** the offer and acceptance form; instructions to offeror and checklist form; scope of work and specification documents with exceptions/deviations noted; *scope of work and specifications acceptance form*; Method of Approach; Qualification and Experience; primary vendor information; Supporting contract documents; bid bond/alternate security; special terms and conditions; *special terms and conditions acceptance form*; general terms and conditions; standard terms and conditions for construction; *general terms and conditions and standard terms and conditions for construction acceptance form*; amendments (if any); single job and aggregate bonding capacity; certificate of insurance; company financials; past performance and management plans; sample supplemental agreements; and any additional required information.

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

**27. SHIPPING**

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

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

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

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

**28. SUSPENSION OR DEBARMENT STATUS**

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

**29. TAXES**

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

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

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

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

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

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

**30. TIME (DEFINITION OF)**

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

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

**3.4. Construction contract requirement:** In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

**3.5. 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.

**3.6. 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.

**3.7. 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.

**3.8. 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, §34-227, and §41-2583)

**3.9. 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.

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

**10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE**

All litigation for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F), and in ARS title 34 or 41 as applicable.

**11. MEMBER COSTS**

Temporary electrical service and the cost for power, the cost for water, and other member costs shall 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. The performance bond and payment bond for each job order shall cover the full amount of the project under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an initial estimate of the amount of construction that will be done under the contract by the members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

**13. PROGRESS PAYMENTS**

**13.1. Progress Payments on Construction:** R7-2-1105 and ARS §34-609 and §41-2577 allows for progress payments if the contract vendor agrees to adhere to ARS §34-609(B)(D)(F) and 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 offeror 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) and ARS §34-609(B)(2) and §41-2577(A). In such cases, the offeror 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.

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

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

**17. RETENTION**

Retention shall not be allowed for any progress payments made under this contract.

**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. Proposals must be for equipment on which the original manufacturer's serial number has not been altered in any way.

**19. SURETY COMPANIES**

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

**20. WORKSITE**

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

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

**Technical Proposal**  
**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. BID BONDS AND BONDING CAPACITY**

**1.1. Bid Bond:** Offeror 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.

**1.2. Bonding Capacity:** The required minimum single job bonding capacity for this contract shall be \$250,000. 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 technical proposal nonresponsive. **Place letter from bonding agency after Tab 1f.**

**2. DELIVERY**

**2.1. 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.

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

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

**2.4. 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.

**2.5. 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.

**3. FORM OF CONTRACT**

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

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.

**3.2. Design and engineering services:** This is not a contract for design or engineering services. Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing services within the specifications and scope of work.

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

**6. 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 offer. 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 offers. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, offeror shall include details of any such arrangement in the proposal.

**7. MANUFACTURER SUPPORT**

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

**8. 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 separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

**9. OFFEROR QUALIFICATIONS**

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

**10. PRICING**

**10.1. Administration fee:** Mohave's 1% administration fee shall be included in offeror'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. Annual UPB updates:** Annual updates to the UPB shall be required under an awarded contract. Mohave shall complete the update and provide the contract vendor the annual updated pricing prior to the anniversary date of the contract. The updated pricing will become effective on the anniversary date.

**10.3. 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.

**10.4. Basis for pricing:** Contract pricing under this RFP shall be based upon a coefficient applied to a UPB.

**10.5. Coefficients:** A coefficient will be applied to the UPB. The coefficient is the multiplier (e.g., .95) that is applied to all UPB prices to determine the member's contract price. Several coefficients may apply to the UPB. Coefficients shall be extended no more than two (2) decimal places.

**10.6. Decimal places:** Pricing shall use a maximum of two (2) decimal places.

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

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

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

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

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

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

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

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

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

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

## **12. SUBCONTRACTORS**

**12.1. Awarding subcontracts:** Offeror agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

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

**14. WARRANTY/QUALITY GUARANTEE**

**14.1. Extended warranties 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. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

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

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

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

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

**14.5. Warranty requirements:** Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum two (2) year warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

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

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

**1. DESCRIPTION**

In order to gain economies of scale, Mohave is formally soliciting sources for Job Order Contracting for fencing, as specified within this Request for Proposal. Fencing may include, but not be limited to new fence construction; repair, rehabilitation and alteration of existing fencing; and construction, installation, repair, and upgrades, of vehicle and personnel entry systems. These products are requested for Mohave's statewide membership of approximately 470 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at [www.mesc.org](http://www.mesc.org). Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

Because any work under this contract will be on a Job Order basis, exact project details are not available. Information on the project site, scope of work, schedule, project design and construction budget shall be provided by members prior to usage of awarded contract(s).

Mohave may procure, as an entity for its membership, construction and construction services, as applicable, using the following project delivery method: Job Order Contracting, as stated in Arizona Administrative Code, Title 7, Chapter 2, Article 10 & 11 and ARS Title 41, Chapter 23, Article 5. Mohave's use of alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Title 7, Chapter 2, Article 10 & 11, ARS Title 41, Chapter 23, Article 5, and ARS Title 34, Chapter 6, Article 1. Services shall be procured in accordance with the referenced rules.

Under job order contracting (JOC), a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) created, maintained and provided by Mohave. When a specific project or job order is issued, the member and the contractor agree on the scope of work, and the cost is determined by applying the provided UPB to the entire project.

Mohave currently has two JOC contracts (15J-0828) for fencing. Activity under the contracts from November 2, 2015, including year to date activity (as of the publication date of this RFQ) is \$9,450,632. This information is provided as an aid to vendors in preparing your response to this RFP. Work shall be performed at various locations statewide.

**2. ESTIMATED TIMELINE OF EVENTS**

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

<b>EVENT</b>	<b>ESTIMATED DATE</b>
Request for Proposals Issued	August 10, 2020
Deadline for Questions	September 3, 2020 at 5:00 p.m. (local AZ time)
RFP Due Date and Time	Thursday, September 10, 2020 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposals	September 10, 2020 at 3:00 p.m. (local AZ time)
Notice of Intent to Award ( <i>estimated date only</i> )	October 8, 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> )	November 3, 2020

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

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

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

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

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

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

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

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

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

Davis-Bacon Wage Decision: <https://www.dol.gov/agencies/whd/government-contracts/construction>

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

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

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

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

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

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

1.1.08	All new materials furnished under the contract shall be of the latest design, from known manufacturers of the materials, free from defects, and in compliance with the specifications and scope of work.	✓	
1.1.09	Rebuilt or remanufactured components, such as automatic gate openers and electronic controls shall be identified and use of, approved by member prior to installation.	✓	
1.1.10	All materials and equipment furnished under the contract shall be of brands and models acceptable to the member.	✓	
1.1.11	If contract vendor prepares drawings, the member shall approve drawings prior to contract vendor starting any work.	✓	
1.1.12	During progress of any job order which includes drawings, contract vendor shall keep a careful record at jobsite of all changes and corrections to the layouts shown in the drawings. Contract vendor shall promptly enter all such changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS-BUILT," or a similar notation.	✓	
1.1.13	In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines, and any overhead obstructions, as applicable.	✓	
1.1.14	When requested or required by member, contract vendor shall provide reproducible, professional drafting quality drawings. Member supplied drawings shall be a reproducible design with final record drawings, or drawings from which the contract vendor can develop detailed working drawings. The drawings provided shall be in accordance with current applicable federal, state and local laws and codes.	✓	
1.1.15	The contract vendor shall promptly notify the member in writing if any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other document for the project are discovered. The contract vendor shall not proceed with the project without written direction from the member.	✓	
1.1.16	Contract vendor's personnel may be permitted to use toilet facilities on the premises subject to approval from the member. In the event none are available, contract vendor shall, at their expense, provide portable facilities.	✓	
1.1.17	The member may require occupying the area where work is to be performed during the construction period. Contract vendor shall coordinate with member to have access to that portion of the area, in which work is to be performed. Contract vendor's personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with member's ongoing operations in the work areas.	✓	
1.1.18	Contract vendor shall not build upon or conceal defective work. Work shall stop and member notified of defective work discovered.	✓	
1.1.19	Materials classified by the member as salvageable or repairable shall remain the property of the member.	✓	
1.1.20	Materials not classified by the member as salvageable or repairable shall be disposed of in accordance with current applicable federal, state and local laws and codes.	✓	
1.1.21	The contract vendor shall immediately notify the member if asbestos is identified in the work area. The contract vendor shall not proceed with the project without written direction from the member. Removal of asbestos materials shall be accomplished by a contractor licensed in asbestos abatement, and following all current applicable federal, state and local laws and codes.	✓	

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

1.2.05	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include: the direct cost of doing the work; labor; overhead; general and administrative; profit; project office expenses; mobilization and close-out costs; all incidental costs; insurance; costs associated with compliance with current applicable federal, state and local laws and codes; personnel protective equipment; traffic control and work site barriers; vehicles, vehicle maintenance and fuel; and all other contingencies connected to performing the work. <b>No additional payment will be allowed for these items.</b>	✓	
1.2.06	The UPB shall be adjusted annually prior to the awarded contract's anniversary date. Mohave shall provide the contract vendor the methodology and data used to adjust the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.	✓	
1.2.07	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste and/or excessive materials are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.	✓	
1.2.08	Items that cannot be found in the UPB shall be considered "non pre-priced" items. If non-pre-priced items are used in a project, these items shall be identified as "pass-thru" or non-Mohave items on the quote and final invoice. No administration fee will be assessed or paid on these items.	✓	
<b>1.3</b>	<b>Metal Posts and Top, Bottom, Middle and Brace Rails, and Chain-link</b>		
1.3.01	All metal posts and rails shall meet or exceed the strength requirements of current applicable ASTM requirements.	✓	
1.3.02	Two grades of fence pipe, top rail, line post, end corner and pull posts may be provided: heavy and light industrial.	✓	
1.3.03	Base metal for the posts shall be steel strip that meets or exceeds current applicable ASTM requirements. Zinc used in the manufacturing process shall be ASTM B-6 Grade. Zinc coating shall be as prescribed in current applicable ASTM requirements.	✓	
1.3.04	The exterior and interior surfaces of the tubular posts shall be galvanized to resist corrosion and to resist humidity in accordance with current applicable ASTM requirements.	✓	
1.3.05	All posts shall be installed with a line cap or post cap to exclude water from the interior of the tube. Post and line caps shall fit snugly over tubular posts.	✓	
1.3.06	All fence fittings (post and line caps, rail and brace ends, top rail sleeves, tie wires, clips and fasteners, tension and brace bands, tension bars, truss rod assemblies, barbed wire arms) shall be manufactured to meet or exceed current applicable ASTM requirements.	✓	
1.3.07	Galvanized fittings shall be manufactured to meet or exceed current applicable ASTM requirements.	✓	
1.3.08	Rail and brace ends shall be provided when top rail or brace are required.	✓	
1.3.09	Top rail sleeves shall be at least .05 inches thick and 6 inches in length and shall prevent movement along the rail.	✓	

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

<b>1.5</b>	<b>Other Fence Fabric and Fencing Material</b>		
1.5.01	Aluminum-coated steel chain-link fence fabric shall meet or exceed current applicable ASTM requirements.	✓	
1.5.02	PVC-Coated Steel chain-link fence fabric shall meet or exceed current applicable ASTM requirements.	✓	
1.5.03	Standard colors for coated chain-link fence materials shall meet or exceed current applicable ASTM requirements for exterior applications.	✓	
1.5.04	Aluminum alloy chain-link and metallic-coated steel wire fence fabric shall meet or exceed current applicable ASTM requirements.	✓	
1.5.05	Horizontal and vertical wires shall meet current applicable ASTM requirements.	✓	
1.5.06	Zinc-coated steel and aluminum-coated barbed wire shall meet or exceed current applicable ASTM requirements.	✓	
1.5.07	Single, double swing-type, slide gates and related posts shall meet or exceed current applicable ASTM requirements.	✓	
<b>1.6</b>	<b>Fencing Standards</b>		
1.6.01	Exterior profiles used for fencing shall meet or exceed current applicable ASTM requirements.	✓	
1.6.02	Chain-link tennis court fence shall be constructed as described in current applicable ASTM requirements. Baseball backstops and fences around dugouts shall meet or exceed current applicable industry standards of construction.	✓	
1.6.03	Unless otherwise specified, all gate frames shall have padlock-locking devices.	✓	
1.6.04	Gate assemblies shall not require the use of chains to secure the gate.	✓	
1.6.05	Gate frames shall be welded, and the welds shall be protected with zinc base paint.	✓	
1.6.06	Fence fabric for the gate shall be the same or match that used on the fence.	✓	
1.6.07	Swing gates shall have a 180-degree swing and shall have heavy duty hinge action that permits one person to easily move the gate. The gate hinge shall not allow it to be lifted off the hinges.	✓	
1.6.08	A variety of latches shall be offered.	✓	
1.6.09	Center gate stops shall be provided on all double drive gates.	✓	
1.6.10	Vehicle drive gates 30 feet or more shall have one semi-pneumatic rubber wheel per gate having a minimum diameter of 8 inches and a tread width of 1-3/4 inches or more. The wheels shall have a zinc fitting for greasing and shall be braced to prevent twisting.	✓	
1.6.11	Privacy and decorative slat inserts offered shall be resistant to sun and weather extremes and distortion.	✓	
1.6.12	Slat systems offered shall have a horizontal locking channel across the bottom of the fence that permit the vertical slats to automatically lock in place.	✓	
1.6.13	Slats shall be resistant to industrial acids, alcohol, alkalizes, ammonia, detergents, saltwater, water treatment chemicals and petroleum distillates. Slats shall be able to be cleaned with water spray.	✓	
1.6.14	Slats shall be available in any standard height and packaged in containments of single colored material. Packaging shall state coverage in lineal feet. Standard and custom colors may be offered.	✓	
1.6.15	Contract vendor may offer factory-assembled slats in pre-woven chain link fence fabric in heights from 3 feet to 12 feet.	✓	
1.6.16	Slats offered shall have a tensile strength of 3700 psi or greater and have a limited 15-year warranty against color fading and breakage.	✓	

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

1.8.10	Drive gateposts shall be set in concrete at least 3 feet deep by 12 inches diameter.	✓	
1.8.11	Posts for fences higher than 6 feet shall be set in concrete at least 3 feet deep by 12 inches diameter.	✓	
1.8.12	Unless otherwise specified, all gate frames shall have padlock-locking devices.	✓	
1.8.13	Top of footing shall be sloped for drainage.	✓	
1.8.14	All welding shall be according to manufacturer's instruction and shall be plumb and true to lines and levels.	✓	
1.8.15	Sections attached to walls shall be fastened with heavy-duty fasteners, per manufacturer's instructions.	✓	
<b>1.9</b>	<b>Additional Services</b>		
1.9.01	Upon request from member, contract vendor shall obtain all permits required for a job order. Member shall reimburse contract vendor for actual cost of such permits. No amount for overhead and profit shall be allowed.	✓	
1.9.02	Upon request from member, and if included in the awarded contract, contract vendor shall provide professional services related to the job order including, but not limited to: design and engineering. Such services are only allowable as part of an executed Job Order Contracting purchase order, for performing construction services. All professional services offered shall be provided in accordance with current applicable federal, state and local laws, and codes.	✓	
1.9.03	Contract vendor may offer repair, emergency repair, and temporary fencing services.	✓	
1.9.04	There shall be no charge for warranty repair services prior to expiration of the warranty period.	✓	

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

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, AA Anchor Fence, Inc. dba Associated Fence of Glendale, Inc.

(hereinafter called Principal), as Principal, and Merchants Bonding Company (Mutual)

a corporation organized and existing under the laws of the State of Iowa, with its principal office in the city of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for job order contracting for fencing.

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

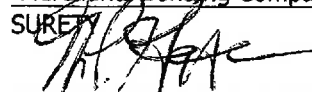
The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 10th day of September, 2020.

AA Anchor Fence, Inc. dba  
Associated Fence of Glendale, Inc.  
PRINCIPAL SEAL

  
BY Ryan Blauvelt, President

Merchants Bonding Company (Mutual)  
SURETY SEAL

  
BY Gregory P. Griffith, Attorney-in-Fact

CBI Bonding, Inc.  
AGENCY OF RECORD