

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PROGRESSIVE SERVICES, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (“City”), and Progressive Services, Inc., an Arizona Corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On April 19, 2024, a member of the Mohave Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Roof and Roofing Systems Contract No. 23L-PRO-0419 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 19, 2024, until the date the contract terminates on April 18, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond April 18, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until April 18, 2025.
 - B. The City may extend the term of this Agreement for an additional four (4) years, renewable on an annual basis if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 two hundred thousand dollars (\$200,000) annually or one million dollars (\$1,000,000) for the entire term of the Agreement (initial term plus any extensions).
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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.
11. 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 Mark Hannasch
6210 W. Myrtle Ave, Suite 111
Glendale, AZ 85301

and

PROGRESSIVE SERVICES, INC.
C/O Mark Farrell
23 N. 35th Avenue
Phoenix, AZ 85009

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 R. Phelps
City Manager

"Contractor"

PROGRESSIVE SERVICES, INC.,
an Arizona corporation

By:  _____

Name: Mark Farrell
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PROGRESSIVE SERVICES, INC.**

**EXHIBIT A
MOHAVE COOPERATIVE PURCHASING AGREEMENT CONTRACT NO. 23L-PRO-0419
ROOF AND ROOFING SYSTEMS**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PROGRESSIVE SERVICES, INC.**

**EXHIBIT B
Scope of Work**

In accordance with the terms and conditions of this Agreement and Mohave Cooperative Purchasing Agreement Contract No. 23L-PRO-0419, the City is retaining Progressive Services, Inc. to install, repair, restore, and service Roof and Roofing Systems on an as needed basis.



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Click section title to be taken directly to that section. 4/5/18 EH



PROGRESSIVE ROOFING



IFB 23L-1221 Roof and Roofing Systems

073961 CR-42 (AZ)
577294 B, C39, 43 (CA)
CCC1330064 (FL)
104015822 (IL)
54577-21 (LA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue Phoenix, AZ 85009
PH: (602) 278-4900 F: (602) 278-6896

19315 - SC (MS)
034331 GS-21 (NM)
22525 C15A (NV)
64609 (TN)
7793745-5501 (UT)

Albuquerque, NM ♦ Clinton, MD ♦ Dallas, TX ♦ Denver, CO ♦ Flagstaff, AZ ♦ Fontana, CA ♦ Houston, TX ♦ Knoxville TN
Missoula, MT ♦ New Orleans, LA ♦ Phoenix, AZ ♦ Portland, OR ♦ Seattle, WA ♦ Salt Lake City, UT ♦ Tucson, AZ

Tab 1



IFB 23L-1221
Roof and Roofing Systems

TAB 1a

- Tab 1a** – The required signed *Bid and Acceptance Form* is placed after Tab 1a.
A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.
A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

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

CONFIDENTIAL/PROPRIETARY SUBMITTALS

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

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2d shall be considered as confidential information.***
- ***Your entire bid and any publicly known information or available shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

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

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

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

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the bidder and Mohave prior to any public disclosure.

Progressive Services, Inc, dba Progressive Roofing

Firm



Authorized signature



**IFB 23L-1221
Roof and Roofing Systems**

TAB 1b

Tab 1b – Signed amendments, if any, are placed after Tab 1b.

N/A



**IFB 23L-1221
Roof and Roofing Systems**

TAB 1c

Tab 1c – A complete copy of the General Terms and Conditions and Standard Terms and Conditions for Construction is placed after Tab 1c.

A completed copy of the *General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions and the Standard Terms and Conditions for Construction are noted and explained.

General Terms and Conditions
(Place after Tab 1c)

4.6. Cancellation for non-performance or contract vendor deficiency: 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:

- a) Failing to comply with the accepted terms and conditions of the contract; or,
- b) Providing material that does not meet the specifications of the contract; or,
- c) Providing work and/or material that was not awarded under the contract; or,
- d) Failing to adequately perform the services set forth in the scope of work and specifications; or,
- e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time; or,
- f) Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; or
- g) Failing to provide required performance bonds; or
- h) Performing work or providing products, materials, processes, or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials, and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

4.7. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes, and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

4.8. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

4.9. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

4.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred, or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. Officers, employees, and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

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

General Terms and Conditions
(Place after Tab 1c)

5. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit, or describe the scope or intent of the request.

6. CERTIFICATION

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

- a) Bidder has examined and understands the terms, conditions, scope of work, specifications, and other documents in this solicitation.
- b) The submission of the bid did not involve collusion or other anticompetitive practices and that the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) had or will occur. 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.
- c) Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- d) Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- e) Bidder agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- f) Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).
- g) Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
- h) If awarded a contract, bidder agrees to promote, offer, and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.
- i) If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- j) If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age, or national origin (including language minority individuals).
- k) Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify employee eligibility verification program.
- l) Bidder shall comply with A.R.S. §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.
- m) If applicable to the products and services offered under this contract, Bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), 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 HIPAA.
- n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the bidder entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

General Terms and Conditions
(Place after Tab 1c)

7. CONFIDENTIAL INFORMATION

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

7.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

7.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of contract(s), with the exception of information deemed confidential by Mohave.

8. CONFIRMATION

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file. Correction of mistakes in a bid shall only be allowed as described in Arizona procurement rules and code.

9. CONTRACT MANAGEMENT

9.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

9.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule, or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

9.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

9.4. Assignment: Contract vendor agrees that if a contract is reassigned as part of an acquisition/merger, the contract vendor will notify Mohave once legally permissible. Mohave reserves the right to accept or reject any reassignment of an awarded Mohave contract. Mohave shall not unreasonably withhold approval of a contract transfer resulting from an acquisition/merger. Mohave shall notify the contract vendor of its decision within fifteen (15) days of receipt of written notification from contract vendor of the acquisition/merger.

9.5. Contract claims or controversies: The requirements of the Arizona procurement code, the Arizona State Board of Education, School District Procurement Rules shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or A.R.S., Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. A.R.S., Title 41, Chapter 23, Article 9, and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

General Terms and Conditions
(Place after Tab 1c)

9.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

9.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

9.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

9.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor 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, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card 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/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice, or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

9.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the products, materials, processes, or services used to fulfill the contract.

9.11. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

General Terms and Conditions
(Place after Tab 1c)

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

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

9.14. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

9.15. User guide: If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

10. COOPERATIVE PURCHASING

10.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any bid that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

10.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

10.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.

10.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

11. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 7) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

12. EVALUATION and AWARD

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

General Terms and Conditions
(Place after Tab 1c)

12.2. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

12.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

12.4. Effect of price: No contract shall be awarded solely on the basis of price.

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

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

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

12.6. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

12.7. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications, and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

12.8. Price workbook: All bidders must complete the 23L Roof and Roofing Systems workbook titled "23L Roof and Roofing Systems WB.xlsx". Failure to complete and submit the 23L Roof and Roofing Systems workbook shall render your bid nonresponsive. The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid. If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

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

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

General Terms and Conditions
(Place after Tab 1c)

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

13. FEDERAL and STATE REQUIREMENTS

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

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

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

13.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, 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, when notified by member, 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.

- a) HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- b) HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- c) HUD-5369-B, Instructions to Offerors Non-Construction
- d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- e) HUD-5370, General Conditions of the Contract for Construction
- f) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- g) 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>).

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

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

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

13.7. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act, when notified by member.

13.8. Negotiations: In the event only one bid is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.324 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.*

Mohave shall not conduct other negotiations outside of this requirement.

13.9. Non-compliance: All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state, or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

13.10. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

13.11. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.323.

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13.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

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

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

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

13.16. Compliance to federal solicitation requirements:

- a) Bidder certifies that all pricing in their bid has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.
- b) Bidder agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the bidder, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the bidder shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.
- c) Bidder agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- d) Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60-30.
- e) Bidder shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- f) Bidder shall comply with the provisions of the Consumer Product Safety Act.
- g) Bidder shall disclose all discounts, rebates, allowances, and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The bidder shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).

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- h) Bidder shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements for prohibited expenditures or as required in 7 CFR §210.21(f)(2).
- i) 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.
- j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced.

14. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g., fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

15. INDEMNIFICATION

15.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

15.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

15.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

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16. LICENSES

A contract vendor shall maintain in current status all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension, or termination of license(s).

17. BID ACCEPTANCE PERIOD/WITHDRAWAL

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

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

18. ORDER OF PRECEDENCE

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

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

19. ORDERING CYCLE

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

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

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

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

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

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

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

20. PAYMENT

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

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

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

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

20.4. Correct invoicing: Contract products and/or services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

20.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

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20.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard/credit card 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 Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, 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/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified, if awarded a contract, in the 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.

Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

21. PREPARATION OF BID and BID FORMAT

21.1. Modification of bid: A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.

21.2. Bid forms: The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested.

21.3. Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

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

22. PRODUCT LINES

22.1. Current products: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

22.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model. The replacement product shall meet or exceed the specifications and performance of the discontinued model and the discount shall be the same or greater than the discontinued model. All replacement products or models shall be approved by Mohave.

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22.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. New products/services must be submitted and approved by Mohave, prior to being offered to member. Contract vendor may add product lines to an existing contract if the line is supplementing products on contract, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave has the right to approve or reject any additions.

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

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

23. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., Title 41, Chapter 23, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<https://azsos.gov/rules/arizona-administrative-code>). *A protest must be in writing and must be filed with the Executive Director, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Invitation for Bid. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

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

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

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

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25. RIGHT TO ASSURANCE

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

26. SAFETY STANDARDS:

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

27. SHIPPING

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

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 the member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

28. SUSPENSION OR DEBARMENT STATUS

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

29. TAXES

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

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

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

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

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

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

30. TIME (DEFINITION OF)

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

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

1. BID SECURITY

1.1. Bid security requirement: School procurement rules [R7-2-1102 (A)] and as applicable in A.R.S. §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by A.R.S. §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated in the **Special Term and Condition 2.1: Bid Bond**.

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

2. CHANGE ORDERS

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

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

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

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

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

3. CONSTRUCTION CONTRACTS

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

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

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

- 3.3. Construction contract requirement:** In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.
- 3.4. Form of construction contracts:** A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201® as a guide.
- 3.5. Member representative:** All formal contacts between the contract vendor and the member shall be processed through the member.
- 3.6. Terms of acceptance:** Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.
- 3.7. Void provisions:** A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (A.R.S. §15-213 and §34-227)
- 3.8. Work performed by the member:** Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

- 4.1. Schedule adjustment:** The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.
- 4.2. Schedule requirement:** A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.
- 4.3. Work crew size:** The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

- 5.1. Conflict with member activities:** The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities.
- 5.2. Coordination with other vendors:** The contract vendor shall coordinate with other contractors.
- 5.3. Interruption of other work:** The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

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(Place after Tab 1c)

6. DELIVERY OF CONSTRUCTION MATERIALS

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

7. INSURANCE

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

8. LABOR PRACTICES

- 8.1. Labor practices:** The contract vendor shall ensure the best interest of the member when considering labor agreements. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.
- 8.2. Labor requirements:** Employees of the contract vendor are not employees of the member. The level of competency of the personnel will be subject to approval by the member. Consideration for the adjoining property owners shall be evaluated for noise, pollutants, material hauling operations. Procedures for dealing with fire, theft, and storm damage must be established. The contract vendor shall develop methods to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees.
- 8.3. Quality of work:** All work under the contract shall be accomplished by experienced craftsmen, and laborers under the supervision of the foreman or supervisor.
- 8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors, or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.
- 8.5. Supervision:** The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE

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

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

11. MEMBER COSTS

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

12. PERFORMANCE AND PAYMENT BONDS

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

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

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

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

13. PROGRESS PAYMENTS

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

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

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

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

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

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

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(Place after Tab 1c)

14. PROJECT ADVERTISING

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

15. PROJECT COMPLETION

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

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

16. PUBLIC WORKS

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

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

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

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

16.5. Public building rules, regulations, and codes: Construction work on public buildings shall comply 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 A.R.S. §34-461).

17. RETENTION

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

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

(Cont'd)

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

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

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

18. RULES, REGULATIONS AND CODES

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

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

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

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

19. SURETY COMPANIES

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

20. WORKSITE

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

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

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

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

Check one of the following responses to the General Terms and Conditions and the Standard Terms and Conditions for Construction:

- We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

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

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

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



**IFB 23L-1221
Roof and Roofing Systems**

TAB 1d

Tab 1d – A complete copy of the Special Terms and Conditions is placed after Tab 1d.
A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions to the Special Terms and Conditions are noted and explained.

Special Terms and Conditions
(Place after Tab 1d)

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

1. BIDDER QUALIFICATIONS

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

2. BID BONDS AND BONDING CAPACITY

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

If the original bid bond is not signed and/or has conflicting information, it shall render your bid non-responsive.

2.2. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **\$1,500,000. Place after Tab 1f.** 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 letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your bid, it shall render your bid non-responsive.

3. DELIVERY

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

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

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

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

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

Special Terms and Conditions
(Place after Tab 1d)

4. FORM OF CONTRACT

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

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

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

4.2. Form of contract: The form of contract for this solicitation shall be the Invitation For Bid, any issued amendments, the awarded bid(s), contract modifications, and properly issued member purchase orders referencing the requirements of the awarded contract number.

4.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

5. INSTALLATION

Installation shall be scheduled directly with member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

6. INSURANCE

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

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

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount*)
- Workers' Compensation
- Professional Liability insurance (Errors and Omissions Liability) if Roof Assessment and/or Design services are provided.

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

Provide evidence of current insurance coverage after Tab 2c.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, shall render your bid as non-responsive.

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

6.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$5,000,000.

Special Terms and Conditions
(Place after Tab 1d)

6.4. Professional Liability insurance (Errors and Omissions Liability) if Roof Assessment and/or Design services are provided: Policy shall include coverage for claims and losses, which are either not included, or excluded in the General Liability insurance. Policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of an awarded contract. Policy shall provide limits of \$1,000,00,00 and an aggregate amount of not less than \$2,000,000, in addition to general liability insurance.

6.5. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

6.6. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member, and Mohave.

6.7. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than \$5,000,000.

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

7. MAINTENANCE FACILITIES AND SUPPORT

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

8. MANUFACTURER SUPPORT

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

9. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separate from approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

Special Terms and Conditions
(Place after Tab 1d)

10.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

10.3. Basis for pricing: Contract pricing under this IFB shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic price adjustment.
 - a) Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the bidder.
 - b) Any contingencies for economic price adjustments shall be identified in the bid.
 - c) Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule, or other form that:

- a) Is regularly maintained by a manufacturer, distributor, or contractor;
- b) Is either published or otherwise available for inspection by customers; and/or
- c) States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process, or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

10.4. Initial catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.

10.5. Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the bid. If allowed contingencies for price adjustment occur, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).

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

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

10.8. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

10.9. Escalators: Any pricing escalators shall be reviewed and approved by Mohave prior to applying the escalator to approved contract pricing.

10.10. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests.

Special Terms and Conditions
(Place after Tab 1d)

New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

10.11. Percent of discount as fixed price: Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.

10.12. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

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

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

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

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

11. SITE REQUIREMENTS

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

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

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

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with

Special Terms and Conditions
(Place after Tab 1d)

applicable governing board fingerprinting policy(ies) at the school district where services are provided.

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

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

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

11.4. Preparation: Contract vendor shall not begin a project for which the 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.

Special Terms and Conditions
(Place after Tab 1d)

12. SUBCONTRACTORS

- 12.1. Awarding subcontracts:** Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.
- 12.2. Entering subcontracts:** Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.
- 12.3. Prime contractor:** Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.
- 12.4. Subcontracts:** No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.
- 12.5. Subcontractor payment:** Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.
- 12.6. Use of subcontractors:** Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g., engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member, or Mohave.

13. TERM OF CONTRACT AND EXTENSION

- 13.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.
- 13.2. Contract extension (contract modification):** Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).
- 13.3. Month-to-month extensions (contract modification):** Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

14. WARRANTY/QUALITY GUARANTEE

- 14.1. Extended warranties/service contracts:** The contract vendor or a manufacturer may offer extended warranties available at extra cost for members. Any applicable extended warranty pricing shall be included in the Excel pricing workbook.

Special Terms and Conditions
(Place after Tab 1d)

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 one (1) year or two (2) years (for construction contracts) after acceptance of the equipment or materials by member, they shall be:

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

14.5. Warranty requirements: Contract vendor warrants that all products, materials, processes, and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

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

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

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

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

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

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

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

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



**IFB 23L-1221
Roof and Roofing Systems**

TAB 1e

- Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.
A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.
A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work and Specifications are noted and explained.

Scope of Work
(Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for roof products, roof services, and roofing systems as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 480 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. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as AlSCO, American Slate, Atlas, Bilco, Boral, Celotex, CertainTeed, Edco, EMCO, GAF, Henry, Johns Manville, Lomanco, Maze, Olympic, Owens Corning, Quality Edge, Simplex, Thompson Architectural, Tremco, United Asphalt, Co., U.S. Ply, Watkins Sawmills, and Zonolite. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

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

- Specification 1.1.05 requires an awarded vendor to have and maintain a current C-42/CR-42 Arizona Registrar of Contractors license in order to utilize subcontractors with a similar license. Bidders shall provide evidence that they have a current C-42/CR-42 license or are in the process of being awarded a C-42/CR-42 license by the Arizona Registrar of Contractors.
- Specification 1.1.06 requires an awarded vendor that self-performs or subcontracts any portion of the work bidder may be licensed with a current Arizona Registrar of Contractors license *B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, KB-1 Dual Building Contractor, or KB-2 Dual Residential and Small Commercial* license(s). Bidder shall provide documentation from Arizona Registrar of Contractors that the license provided other than a *C-42/CR-42 Roofing* license allows either self-performing and/or subcontracting the scope of work.
- Bidders that are in the process of applying for a C-42/CR-42 contractor's license, shall provide in Tab 2b a copy of the Arizona Registrar of Contractors application receipt with pending number included. An awarded contract will be contingent on successful award of a C-42/CR-42 Arizona Registrar of Contractors License.
- Those bidders submitting a material only bid shall certify by taking an exception to Specification 1.1.05 and providing a clear explanation for the exception, per the instructions found in the *Scope of Work and Specifications Acceptance Form*. An Arizona Registrar of Contractors license is not required for material only bids.

Three vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from March 19, 2019 including year to date activity (as of the publication date of this IFB) is \$35,562,827. This information is provided as an aid to bidders in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

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

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Invitation for Bid Issued	Monday, November 13, 2023
Pre-bid Conference Held (non-mandatory)	Thursday, December 7, 2023 at 10:00 a.m. (local AZ time) Pre-bid conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Thursday, December 14, 2023 at 5:00 p.m. (local AZ time) Questions may also be submitted through the OpenGov Procurement "Questions and Answers" tab.
Published IFB Due Date and Time	Thursday, December 21, 2023 at 3:00 p.m. (local AZ time)
Public Opening of Bids	Thursday, December 21, 2023 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (estimated date only)	Monday, March 18, 2024 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (estimated date only)	Friday, April 19, 2024

3. SUBMISSION OF BIDS

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

4. CONTRACT TYPE

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

5. AWARD CRITERIA

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

- 1) Pricing Information:** Excel pricing workbook uploaded to OpenGov Procurement. Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, mobilization, travel description and bond methodology, extended warranty, or maintenance service plan information;

Scope of Work
(Place after Tab 1e)

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

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

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

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

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 (**A.R.S.**): <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

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

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

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

Public Law: www.congress.gov/public-laws/116th-congress

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

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

ASTM International (**ASTM**): <https://www.astm.org/products-services/standards-and-publications.html>

Arizona Department of Administration - Schools Facility Division (**SFD**): <https://sfb.az.gov/>

Arizona Department of Environmental Quality (**ADEQ**): <https://www.azdeq.gov/>

Asbestos Hazard Emergency Response Act (**AHERA**): <https://www.epa.gov/asbestos/asbestos-laws-and-regulations#ashara>

Environmental Protection Agency (**EPA**): <https://www.epa.gov>

International Energy Conservation Code (**IECC**): <https://energyefficientcodes.org/iecc/>

International Existing Building Code (**IEBC**): <https://codes.iccsafe.org/content/IEBC2021P2/index>

Scope of Work
(Place after Tab 1e)

International Institute of Building Enclosure Consultants (**IIBEC**): <https://iibec.org>

International Standards Organization (**ISO**): www.iso.org

National Institute of Occupational Safety and Health (**NIOSH**): <http://www.cdc.gov/niosh/>

National Emission Standards for Hazardous Air Pollutants Compliance Monitoring (**NESHAP**):
<https://www.epa.gov/stationary-sources-air-pollution/national-emission-standards-hazardous-air-pollutants-neshap-1>

Occupational Safety and Health Administration (**OSHA**): <https://www.osha.gov/>

UL Solutions (**UL**): <http://www.ul.com>

Specifications
(Place after Tab 1e)

SPECIFICATIONS

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

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

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

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

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

Specifications		Comply	Exception/ Deviation*
1.1	Roofing – General Specifications		
1.1.01	Contract vendor shall provide for the provision, inspection, design, maintenance, repair, and service of a variety of roofing systems. Roofing systems shall include, but not be limited to: tile, shingle, shake, slate, metal, and urethane foam.	X	
1.1.02	Contract vendor shall provide the following roof systems to include, but not be limited to: asphalt shingles, clay tile, concrete tile, cool roof coating, ethylene-propylene-diene-monomer (EPDM), high tensile acrylic, ketone ethylene ester (KEE), metal roofs, metal shingles, modified SBS, polyurethane foam, polyvinyl-chloride (PVC), or thermoplastic-polyolefin (TPO).	X	
1.1.03	Contract vendor shall inspect, repair, or replace roof substructure prior to installing roof systems to include, but not be limited to: roof decking, cants, nailers, curbing, and joists.	X	
1.1.04	Contract vendor shall comply with all current applicable ADEQ, AHERA, ASTM EPA, IECC, IEBC, ISO, NESHAP, NIOSH, and OSHA regulations, rules, and standards. All roofing systems, options, accessories, and additional roof elements shall be installed in accordance with manufacturer instruction and/or industry recognized best practices.	X	

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

Specifications		Comply	Exception/ Deviation*
1.1	Roofing – General Specifications (Cont'd)		
1.1.05	Contract vendor shall have a current, and maintain through the life of an awarded contract, <i>Arizona Registrar of Contractor's C-42 Roofing or CR-42 Roofing license. Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).</i>	X	
1.1.06	If contract vendor self-performs or subcontracts any portion of the work, the contract vendor may be licensed with a <i>B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, KB-1 Dual Building Contractor, or KB-2 Dual Residential and Small Commercial</i> license(s). Contract vendor shall provide documentation from the Arizona Registrar of Contractors that the license provided other than a <i>C-42/CR-42 Roofing</i> license allows either self-performing and/or subcontracting the scope of work. <i>Provide copy(ies) of Arizona Registrar of Contractors license(s) and Arizona Registrar of Contractors documentation after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).</i>	X	
1.1.07	Contract vendor may also provide ancillary services that require an <i>Arizona Registrar of Contractor's C-11 Electrical or CR-11 Electrical, C-40 Insulation or CR-40 Insulation, C-45 Sheet Metal or CR-45 Sheet Metal, C-78 Solar Plumbing, Liquid Systems Only or CR-78 Solar Plumbing, Liquid Systems Only</i> license(s). Documentation of licenses will be dependent upon the services provided under an awarded contract as indicated by the answers provided to Qualification and Experience , Question 6. <i>Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).</i>	X	
1.1.08	Bidders that are in the license application process shall provide evidence of application. An awarded contract will be contingent on a successful award of <i>C-42 Roofing or CR-42 Roofing</i> license. <i>Provide a copy of the Arizona Registrar of Contractors application receipt with pending number after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).</i>		N/A
1.2	Roofing – Ancillary Specifications		
1.2.01	Contract vendor may provide the following ancillary services to include, but not be limited to: assessment, annual, semi-annual, or one-time roof inspection, design, investigation, maintenance, repair, and warranty service. <i>Pricing for these services shall be included in the pricing workbook. Services provided at "No-charge" should be included in the response to (Tab 2a, Question #1e.) Value-added Services offered.</i>	X	
1.2.02	Contract vendor shall apply, repair, or install weatherproofing (e.g., asphaltum, pitch, tar, felt, glass fabric, flax, or other common materials) and roof accessories (e.g., flashing, valleys, gravel stops, or sheet metal).	X	

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

Specifications		Comply	Exception/ Deviation*
1.2	Roofing – Ancillary Specifications (Cont'd)		
1.2.03	Roof design shall be completed by a qualified and registered designer. Designer shall be a professional registered by the <i>Arizona Board of Technical Registration</i> , or a Registered Roofing Consultant by the <i>International Institute of Building Enclosure Consultants</i> . <i>If contract vendor offers this service provide evidence of professional registration after Tab 2j (See Primary Vendor Information – Qualifications and Experience, Question 13).</i>	X	
1.2.04	Roof assessments shall be completed by a qualified and registered accessor. Accessor shall be a professional registered by the <i>Arizona Board of Technical Registration</i> , or a Registered Roofing Consultant or a Registered Roofing Observer by the <i>International Institute of Building Enclosure Consultants</i> . <i>If contract vendor offers this service, provide evidence of professional registration after Tab 2k (See Primary Vendor Information – Qualifications and Experience, Question 14).</i>	X	
1.2.05	Contract vendor that offers roof assessment and/or roof design shall carry errors and omissions insurance in the amount of \$1 million per occurrence, \$2 million aggregate. <i>Refer to Special Term and Condition 6.1 Certificate of Insurance. Provide evidence of this insurance after Tab 2c.</i>	X	
1.2.06	Contract vendor shall submit an assessment report to the member. Assessment report shall contain the following information to include, but not be limited to: executive summary, conclusions, recommendations, current roof conditions, existing as-built drawings, schedule of values, status of warranty, preventive maintenance, roof system(s) detail (i.e., roof age, roof system manufacturer, roof system ID, roof curbs, roof parapets, roof flashing, roof drains), code compliance information, inspection compliance information (per A.R.S. 15-342.01), AHERA Plan (i.e., asbestos, lead, hazardous materials, PCB, rare earth metals), materials disposal information, structural review, core samples, thermal imaging/mapping, cost estimate, affidavit of non-collusion, pictures, participation of "The Trust", and special requirements.	X	
1.2.07	Assessment report shall also include the following: estimated life expectancy of existing roof system(s), documentation to fully convey existing roof condition (e.g., roof plan, pictures), identify deficient elements of the roof system(s) (e.g., roofing accessories, curb heights, on roof electrical elements, mechanical elements, flashings, valley, ridge, eave), core cut information (i.e., number of core cuts, location of core cuts, pictures of the cores, core analysis data), recommendations to correct roof system deficiencies to include a scope of work, and documentation of suspected areas of ponding that may increase the moisture content of the roofing materials and insulation.	X	
1.2.08	School Facility Division (SFD) Specific requirement. There shall be a Scope Confirmation Meeting coordinated between the Assessor, the Designer chosen for the project, the District, and the SFD Staff for defining the scope of work, the type of roofing system either for repair, re-coat or replacement and to make sure that the Designer understands the performance specification for that specific system. Schedule and estimate for the project shall be defined in this meeting based on the scope of work.	X	

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

Specifications		Comply	Exception/ Deviation*
1.2	Roofing – Ancillary Specifications (Cont'd)		
1.2.09	Annual, semi-annual or one-time roof inspection, maintenance, and repair services may include, but not be limited to: clean debris from roof membrane, gutters and scuppers; repair tears, splits, and breaks in membrane; repair of flashings; secure loose cleats and loose clips; reseal exposed fasteners; repair base flashings, curb flashings, equipment flashings, drains, drain sumps and scuppers; caulk as needed to seal open areas and voids; dress up reflective coatings on flashings.	X	
1.2.10	Annual, semi-annual, and one-time roof inspection and maintenance plans shall include detailed services to be provided.	X	
1.2.11	Roof investigation may include, but not be limited to: tracing source of leaks; repair leaking roof, if inspection determined minor repairs shall stop the leak.	X	
1.3	Roof Warranties		
1.3.01	Contract vendor shall offer a standard ten-year warranty on restoration services and products provided. Warranty shall cover material failure, leak repair, and workmanship. Restoration warranty options for five, fifteen or twenty-year may also be offered. Contract vendor shall provide a copy of the warranty information to the member. <i>Provide warranty pricing in the Warranty Pricing worksheet of the pricing workbook.</i>	X	
1.3.02	Contract vendor may offer a standard ten-year warranty on new and/or re-roof services and products provided. Warranty shall cover material and labor, flashings up to termination; blister repairs over 4 sf., and workmanship. New and/or re-roof warranty options for fifteen or twenty-years may be offered. Contract vendor shall provide a copy of the warranty information to the member. <i>Provide warranty pricing in the Warranty Pricing worksheet of the pricing workbook.</i>	X	
1.4	Roofing Materials Only Purchases		
1.4.01	Contract vendor may offer material-only purchase of roofing products and supplies.		No bid
1.4.02	Contract vendor shall provide a complete list and pricing for all roofing products and supplies. Product and supply pricing shall be included in the pricing workbook or included in a manufacturer's suggest retail or list price schedule. <i>Provide offered product and supply pricing in the Material Only worksheet of the pricing workbook.</i>		No bid
1.5	School Facilities Division Funded Roofing Projects		
1.5.01	Contract vendor shall inquire with the member if project is being funded with SFD <i>Building Renewal Grants.</i>	X	
1.5.02	Contract vendor agrees to provide member and the SFD all required documentation and reports for projects being funded with SFD <i>Building Renewal Grants.</i>	X	
1.5.03	Contract vendor agrees to only use personnel that meet the current applicable SFD requirements for assessing, inspecting, maintaining, installing, rejuvenating, or repairing services with SFD <i>Building Renewal Grants.</i> Contract vendor shall provide documentation of personnel meeting the current applicable SFD requirements upon request.	X	

Specifications
(Place after Tab 1e)

Specifications		Comply	Exception/ Deviation*
1.5	School Facilities Board Funded Roofing Projects (Cont'd)		
1.5.04	Contract vendor agrees to comply with current applicable SFD recommendations, or required specifications and processes for any assessment, inspection, maintenance, installation, rejuvenation, or repairs performed for projects being funded with SFD <i>Building Renewal Grants</i> .	X	
1.5.05	Where roofing project process or phase requires an SFD inspection or approval prior to continuing, contract vendor agrees to schedule the inspection and receive SFD approval prior to continuing to the next process or phase of a project being funded with SFD <i>Building Renewal Grants</i> .	X	
1.5.06	Where an SFD specification, checklist requirement, or process conflicts with any IFB 23L-1221 specification, current applicable standards (identified on IFB 23L-1221 page 9 and 10 under the "references and definitions"), or manufacturer's recommendation; contract vendor agrees to notify the member of the conflict. Contract vendor may recommend the more stringent specification or process be followed. Contract vendor shall document the conflict and member's response on any grant application, assessment, inspection, quotation, final acceptance report, or close out documents provided to the member.	X	
1.6	Roof Inspections Specifications		
1.6.01	Contract vendor may provide comprehensive roof inspections.	X	
1.6.02	Contract vendor shall be qualified with proper certifications prior to completing any inspection services. Contract vendor may also use a certified subcontractor. Contract vendor shall provide evidence of certification if requested.	X	
1.6.03	Contract vendor roof inspection services may include, but not be limited to: inspection of the installed roofing system, roof structure, insulation, roof drain systems, ventilation, flashing, sealants, or any other present roof option or equipment.	X	
1.6.04	Contract vendor shall provide member a report of overall roof condition with specific information detailing areas of concern and remediation recommendations.	X	
1.7	Asbestos Testing and Removal Specifications		
1.7.01	Contract vendor may provide asbestos containing materials (ACM) testing and/or abatement services.	X	
1.7.02	Contract vendor and/or subcontractor employees responsible for asbestos testing, remediation or abatement shall be trained as <i>Type 3: Abatement Worker</i> . Provide evidence of Type 3: Abatement Worker certificate for each employee currently certified After Tab 2i.		X
1.7.03	Contract vendor shall provide member a report of suspected ACM testing results and remediation recommendations.	x	
1.7.04	Contract vendor shall provide the member evidence of current <i>Type 3: Abatement Worker</i> certificates for each employee assigned to work on any ACM abatement, if requested.	x	
1.7.05	Contract vendor shall perform all roofing abatement work in accordance with all current applicable federal, state, and local regulations, standards, codes, and ordinances that govern asbestos abatement.	x	

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

Specifications		Comply	Exception/ Deviation*
1.7	Asbestos Testing and Removal Specifications (Cont'd)		
1.7.06	Contract vendor shall provide a written abatement plan with a pre-startup checklist. Abatement plan shall identify all abatement materials and equipment to be used.	X	
1.7.07	Contract vendor shall coordinate with the member to notify other employers on-site and occupants near the work area who may be disrupted by the roof abatement prior to job commencement.	X	
1.7.08	Contract vendor shall assume any additional insurance or bonding costs associated with asbestos abatement. Such costs shall be considered normal business expense of the contract vendor and shall be covered in the bid response.	X	
1.7.09	Contract vendor shall follow all current and applicable OSHA rules for the use of respiratory protective equipment and pertaining to the safety of workers.	X	
1.7.10	Contract vendor shall follow all current applicable NESHAP regulations for control of emissions from removed materials.	X	
1.7.11	Contract vendor shall assume full responsibility and liability for subcontractor's compliance with all applicable rules and regulations.	X	
1.7.12	Contract vendor shall dispose of all asbestos-containing debris and waste in accordance with current applicable EPA and ADEQ requirements.	X	
1.8	Roof Options and Equipment Specification		
1.8.01	Contract vendor may offer roof options and equipment to include, but not be limited to: roof drain systems, roof scuppers, roof hatches, roof walkways, roof ventilators, skylights, and fixed roof ladders.	X	
1.8.02	Contract vendor shall install roof options and equipment per manufacturer instructions.	X	
1.8.03	Aluminum and steel roof hatches are requested in various sizes and function.	X	
1.8.04	Skylights shall be curb mounted, with curbs a minimum of 8 inches above the finished roof, per the instructions of the skylight manufacturer. Skylights shall be available in a variety of styles, sizes, and functions.	X	
1.8.05	Safety/security grill retrofitting is requested for installed skylights.	X	
1.8.06	Refurbishment of installed skylights is requested. Skylight refurbishment may include, but not be limited to: replacement of outer dome, replacement of diffuser lens, refurbishment of skylight frame and safety/security grill.	X	
1.8.07	Refurbishment of installed skylights shall include, but not be limited to: inspection, repair or replacement of daylight control device, light tunnel, and shaft.	X	
1.8.08	Fixed roof ladders shall be designed for applications less than 20 feet in vertical height. Fixed roof ladders should be one-piece welded assemblies with walk-thru handrails.	X	
1.8.09	Walk-thru handrails should extend above landing surface, mounting brackets included. Safety cages shall be designed in accordance with OSHA specifications with flared bottom opening for easy entry.	X	
1.8.10	Walk-thru handrail fastening, design, and height requirements shall comply with current applicable regulations and manufacturer instructions.	X	

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

Specifications		Comply	Exception/ Deviation*
1.8	Roof Options and Equipment Specification (Cont'd)		
1.8.11	Security ladder guards are requested. Security ladder guards should be mounted directly over the ladder climbing rungs. Guard should be mounted using a one-piece continuous hinge or equivalent and included a lockable hasp.	x	
1.8.12	Repair kits for wet or dry repairs of various roof systems may be offered. <i>Provide pricing in the pricing workbook.</i>	x	
1.9	Asphalt Shingles Specifications		
1.9.01	Asphalt shingles and underlayment shall meet the current applicable ASTM and IECC standards for manufacture and performance.	x	
1.9.02	Asphalt shingles may be either organic or fiberglass reinforced with at a minimum the following characteristics to include, but not be limited to: dimensional shingle, 36 inches to 40 inches in length, 12 inches to 13.25 inches width, 5 inches to 5.625 inches exposure.	x	
1.9.03	Facia / barge boards should be protected from the environment by drip edge flashing with a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.	x	
1.9.04	Asphalt shingle edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.	x	
1.9.05	Installed gutters, rain diverters, or snow/ice guards should prevent water, snow/ice from falling into any walking surfaces beneath the roof line.	x	
1.9.06	Contract vendor shall install gutters and downspouts in accordance with local code.	x	
1.9.07	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.	x	
1.9.08	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley with a 2 inch clearance on the center rib.	x	
1.9.09	Contract vendor shall ensure all penetrations be weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.	x	
1.9.10	Cricket installed at curbs or other locations wider than 24 inches should be constructed of sheet metal or plywood.	x	
1.9.11	Contract vendor shall install crickets in accordance with local code.	x	
1.10	Clay Tile Specifications		
1.10.01	Clay tile and underlayment shall meet the current applicable ASTM and IECC standards for manufacture and performance.	x	
1.10.02	Clay tile fasteners shall be copper or stainless steel and compatible with all other metal materials used on the roof. Galvanized fasteners are not allowed.	x	
1.10.03	Wood battens shall be used on all installations.	x	
1.10.04	Facia / barge boards should be protected from the environment by drip edge flashing with a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.	x	
1.10.05	Clay tile edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.	x	

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

Specifications		Comply	Exception/ Deviation*
1.10	Clay Tile Specifications (Cont'd)		
1.10.06	Installed gutters, rain diverters, or snow/ice guards should prevent water, snow/ice from falling into walking surfaces beneath the roof line.	X	
1.10.07	Contract vendor shall install gutters and downspouts in accordance with local code.	X	
1.10.08	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.	X	
1.10.09	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley.	X	
1.10.10	Contract vendor shall ensure all penetrations be weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.	X	
1.10.11	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal or plywood.	X	
1.10.12	Contract vendor shall install crickets in accordance with local code.	X	
1.11	Concrete Tile Specifications		
1.11.01	Concrete tile and underlayment shall meet the current applicable ASTM and IECC standards for manufacture and performance.	X	
1.11.02	Concrete tile fasteners shall be copper or stainless steel and compatible with all other metal materials used on the roof. Galvanized fasteners are not allowed.	X	
1.11.03	Wood battens shall be used on all installations.	X	
1.11.04	Facia / barge boards should be protected from the environment by drip edge flashing with a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.	X	
1.11.05	Concrete tile edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.	X	
1.11.06	Installed gutters, rain diverters, or snow/ice guards should prevent water, snow/ice from falling into walking surfaces beneath the roof line.	X	
1.11.07	Contract vendor shall install gutters and downspouts in accordance with local code.	X	
1.11.08	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.	X	
1.11.09	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley.	X	
1.11.10	Contract vendor shall ensure roof penetrations are weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.	X	
1.11.11	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal or plywood.	X	
1.11.12	Contract vendor shall install crickets in accordance with local code.	X	
1.12	Cool Roof Coating Specifications		
1.12.01	Cool roof coating shall meet the current applicable ASTM standards. Cool roof coating shall be Energy Star Rated and listing on the Cool Roof Rating Council website.	X	
1.12.02	Contract vendor shall apply treatment of the back of parapet to the existing roof membrane by spray or roller that fully encapsulates any base or parapet wall flashing.	X	

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

Specifications		Comply	Exception/ Deviation*
1.12 Cool Roof Coating Specifications (Cont'd)			
1.12.03	Contract vendor shall seal the back parapet wall with either a water repellant or waterproof product at locations where the roof membrane terminates less than the full height of the parapet wall.	x	
1.12.04	Contract vendor shall apply cool roof coating to any membrane applied to a high wall.	x	
1.12.05	Contract vendor shall seal the high wall with either a water repellant or waterproof materials compatible with the substrate at areas where the cool roof coating system (acrylic or elastomeric acrylic) does not extend the full height of the high wall.	x	
1.12.06	Contract vendor shall use a biodegradable cleaner in areas that have accumulated dirt or other contaminants before installation per manufacturer instructions.	x	
1.12.07	Contract vendor shall apply the cool roof coating system by sprayer or roller. If coating is sprayed applied, the first coat shall be back rolled, 25 dry mil coating thickness is required unless coating manufacturer or roof manufacturer requires a greater dry mil thickness.	x	
1.12.08	The cool roof coating system shall be considered part of the roof manufacturers' 20-year no dollar limit (NDL) material and labor warranty and the manufacturer of the roofing product must accept or approve the use of the cool roof coating product and that the cool roof coating will not alter or void the roofing product warranty in any way. A 20-year coating manufacturer product warranty shall be required.	x	
1.13 Ethylene – Propylene – Diene – Monomer (EPDM) Specifications			
1.13.01	The EPDM roofing system is not to be used for installations in desert regions and locations.	x	
1.13.02	The selection of this roofing system should be on a project-by-project basis as it has limited application compatibility with various roofing systems.	x	
1.13.03	EPDM roofing system shall meet the current applicable ASTM standards.	x	
1.13.04	Contract vendor shall apply the EPDM system adhesively to the back of parapets. EPDM membrane systems applied to back of parapets shall not exceed manufacturer's requirements.	x	
1.13.05	Contract vendor shall seal the surface with waterproof materials suitable to the substrate at locations where the EPDM membrane does not extend for the full height of the parapet wall.	x	
1.13.06	Contract vendor shall apply the EPDM system adhesively to high walls as required. EPDM membrane systems on high walls shall not exceed manufacturer's requirements.	x	
1.13.07	Contract vendor shall not extend the EPDM roof membrane on high walls to a height where the roof membrane can be seen from the ground.	x	
1.13.08	Contract vendor shall seal the surface with waterproof materials suitable to the substrate at locations where the EPDM membrane does not extend for the full height of the high wall.	x	

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

Specifications		Comply	Exception/ Deviation*
1.13	Ethylene - Propylene - Diene - Monomer (EPDM) Specifications (Cont'd)		
1.13.09	Acceptable rigid board insulation types shall include: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.	X	
1.13.10	Contract vendor shall use a coverboard in all EPDM membrane roof assemblies.	X	
1.13.11	Coverboards shall provide the following functions: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.	X	
1.13.12	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.	X	
1.13.13	EPDM roofing system design, specifications and installation shall provide a 20-year minimum life. Proper installation is particularly important to the life of this roofing system and should require both third party quality assurance and quality control inspections as well as enhanced manufacturer inspections during the construction.	X	
1.13.14	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.	X	
1.13.15	Fastener length for mechanically attached EPDM roof systems shall not exceed 10 inches.	X	
1.13.16	Contract vendor shall provide a two year minimum material and labor warranty.	X	
1.13.17	All components of the EPDM roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system.	X	
1.13.18	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials.	X	
1.13.19	All penetrations, curb flashings and corner flashings shall be factory fabricated. No field fabricated components are permitted.	X	
1.13.20	Roof mounted equipment / accessories shall be constructed of materials that will be compatible with the EPDM roofing material.	X	
1.14	Spray Applied Polyurethane Foam (SPF) Specifications		
1.14.01	SPF roofing system and insulation shall meet the current applicable ASTM standards.	X	
1.14.02	Contract vendor shall apply the SPF roofing system by sprayer to the back of parapets as required. SPF roof insulation thickness on the back of parapets shall be 1 inch at a minimum.	X	
1.14.03	Contract vendor shall separate the SPF roof system with metal flashing that counter flashes the SPF roof systems on the back of parapet walls with stucco or synthetic wall systems. CMU or CIP concrete parapets do not require metal counter flashing.	X	
1.14.04	Contract vendor shall apply the SPF roofing system by sprayer to high walls as required. There are no height limitations of SPF roof systems on high walls.	X	
1.14.05	Contract vendor shall color match the final topcoat of protective coating if the SPF roof system is installed to a height that can be seen from the ground, with the existing high wall and surrounding colors.	X	

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

Specifications		Comply	Exception/ Deviation*
1.14	Spray Applied Polyurethane Foam (SPF) Specifications (Cont'd)		
1.14.06	Rigid insulation board is optional, if used acceptable rigid board insulation shall include: polyisocyanurate foam board and composite board insulation. The thickness can be determined by member, designer, or application requirements. Contract vendor may attach boards by mechanically fastening or adhering the boards with low rise adhesive.	X	
1.14.07	Rigid insulation board is optional for use over various types of roof decks. Contract vendor shall install a minimum .5 inch thermal barrier board over steel decks and a minimum .25 inch thermal barrier board over combustible decks before installing rigid insulation board. This is not required when the Manufacturer can demonstrate that the composite roof system has passed the Class A Exterior and Class I Interior Fire Tests.	X	
1.14.08	Contract vendor shall install a thermal barrier board over combustible deck installations where a Class A fire rating is required. Direct to combustible deck application of SPF roof system is approved if a Class B fire rating is acceptable. Contract vendor shall install a minimum .5 inch thermal barrier board over steel roof deck construction before the installation of either insulation board or SPF roof insulation.	X	
1.14.09	Thermal barrier boards are not required but are optional in SPF roof system applications over existing built-up roofing, Modified Bitumen, and Metal Panel or SPF roof systems. Thermal barrier boards are not required over concrete roof decks.	X	
1.14.10	Contract vendor shall apply a substrate primer on all roof top surfaces to receive the SPF roof system, with the exception of rigid insulation and factory primed thermal barrier boards. The substrate primer shall be used as required by the roofing manufacturer issuing the roof warranty for the project and installed per manufacturer's application instructions.	X	
1.14.11	The SPF roof insulation shall have a minimum compressive strength of 50 psi and have a flame spread of less than 75. The SPF roof insulation shall be fire classified as part of the SPF composite roof system Class A or Class B fire rating. The SPF roof insulation shall contain only zero ozone depleting blowing agents.	X	
1.14.12	Contract vendor shall install the SPF roof insulation at a minimum thickness of 2 inches over rigids insulation board and a minimum 1.5 inches over all other horizontal roof surfaces. Vertical substrates shall receive 1 inch minimum thickness.	X	
1.14.13	Contract vendor shall store transport and install SPF roof insulation in compliance with manufacturer's instructions and current applicable local and state statutes and regulations.	X	
1.14.14	No Private Label Products or Manufacturers allowed.	X	
1.14.15	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the SPF roofing systems component.	X	
1.14.16	All roof top mounted curbs and penetrations shall be a minimum of 8 inches above the height of the finished roof surface.	X	

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

1.15 High Tensile Acrylic (HTA) Specifications		
1.15.01	HTA roofing system and insulation shall meet the current applicable ASTM standards.	x
1.15.02	HTA roof system shall be spray or roller applied to the parapet walls as required.	x
1.15.03	HTA roof system application height to the back of parapet walls shall be determined by the type of parapet wall surface. HTA roof system may be terminated beneath the metal wall counter flashing or extend up the back of the parapet wall. If the back of the parapet wall is stucco or a synthetic wall system, the coating shall either terminate beneath the metal parapet wall counter flashing or extend the full height of the back of the parapet wall.	x
1.15.04	Contract vendor shall waterproof the back of the parapet wall surface with materials suitable to the substrate at locations where the HTA roof system terminates less than the full height of the parapet wall.	x
1.15.05	Contract vendor shall apply the HTA roof system sprayer or roller to properly prepare high wall substrate. Height of HTA roof system on high walls is unlimited.	x
1.15.06	Contract vendor shall color match the HTA roof system if it can be seen from the ground, to match the surrounding substrate color. If a color match is not practical, the coating shall be terminated to a height where the HTA roof system cannot be seen from the ground.	x
1.15.07	Contract vendor shall waterproof the high wall surface with materials compatible with the substrate at locations where the HTA roof system does not extend the full height of the high wall.	x
1.15.08	Contract vendor shall use a biodegradable cleaner where required to ensure the existing roof surface is in a clean condition prior to application of the HTA roof system.	x
1.15.09	Fabric adhesive and bleed block primer shall be used on asphaltic surfaces to increase the adhesion of the new HTA roof system and prevent asphalt bleed from the existing roof system through the new HTA roof system.	x
1.15.10	Contract vendor shall use a primer as required by HTA roof system manufacturer instructions to provide greater adhesion to aluminized asphalt, metal, concrete masonry units (CMU) or other surfaces to receive the HTA roof system.	x
1.15.11	Self-flashing SPF roof insulation can be used as an option to seal parapet walls, pipe penetrations, curbs, and other roof top penetrations. SPF insulation shall be UL 723 fire rated and have at a minimal a 50 psi compressive strength.	x
1.15.12	Contract vendor shall use a polyurethane sealant, as approved by the coating manufacturer, to fill cracks, splits, or voids and for sealing reglet counter flashing.	x
1.15.13	Stitch bonded polyester fabric, as supplied by HTA roof system manufacturer, may be used as reinforcement at drain/scupper areas, valley lines, pipe penetrations, curbs, split seams, flashings, tears, perimeter areas or for the full reinforcement of the new HTA roof system.	x
1.15.14	Acrylic sealant may be used as an option to stitch bonded fabric on certain detail areas, leveling small rough textured areas and for reinforcing metal flanges at drip edges.	x

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

Specifications		Comply	Exception/ Deviation*
1.15	High Tensile Acrylic (HTA) Specifications (Cont'd)		
1.15.15	HTA coating shall be internally plasticized to provide a permanently flexible waterproof coating system that is fire classified by UL or a recognized fire testing agency to comply with ASTM E108 Class A or Class B as required.	X	
1.15.16	HTA roof system shall have a minimum ten-year, no dollar limit (NDL) material and labor warranty to be provided by the roof coating manufacturer. Fifteen and twenty-year no dollar limit (NDL) material and labor warranties should be made available when required by the designer and the coating manufacturer.	X	
1.15.17	The minimum dry mil thickness of the HTA roof system shall be 35 or greater if required by the HTA roof system manufacturer for a ten-year, no dollar limit (NDL) manufacturer material and labor warranty. Fifteen-year material and labor warranty shall be a minimum 40 dry mil thickness and twenty-year material and labor warranty shall be 45 dry mil thickness or greater if required by the HTA roof system manufacturer.	X	
1.15.18	Contract vendor shall use the HTA roof system manufacturer's installation guide specifications for the proper repair of the existing roof system, surface preparation and installation of the HTA roof system components shall be considered an integral part of this specification.	X	
1.16	Ketone Ethylene Ester (KEE) Specifications		
1.16.01	KEE roofing system and insulation shall meet the current applicable ASTM standards.	X	
1.16.02	KEE roofing system shall be adhesively applied to the back of parapets or high walls as required.	X	
1.16.03	KEE membrane height that is applied to the back of parapets or high walls shall not exceed manufacturer's requirements.	X	
1.16.04	Contract vendor shall waterproof the back of the parapet wall surface with materials suitable to the substrate at locations where the KEE membrane does not extend for the full height of the parapet or high walls.	X	
1.16.05	Acceptable rigid board insulation types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.	X	
1.16.06	Contract vendor shall use coverboards in all KEE membrane roof assemblies. Coverboards should provide the following functions to included, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.	X	
1.16.07	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.	X	
1.16.08	KEE roofing system is acceptable as an overlay over an existing roofing system.	X	
1.16.09	KEE roofing system shall meet ASTM Standard Specification D6754 or D4434, 45 mil minimum thickness. The KEE membrane shall contain more than 50% KEE polymer content.	X	
1.16.10	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.	X	

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

Specifications		Comply	Exception/ Deviation*
1.16	Ketone Ethylene Ester (KEE) Specifications (Cont'd)		
1.16.11	Fastener length for mechanically attached systems shall not exceed 10".	x	
1.16.12	The KEE roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer.	x	
1.16.13	A two year minimum material and labor warranty shall be provided by the contract vendor.	x	
1.16.14	All components of the roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system	x	
1.16.15	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials. Low rise adhesive is recommended.	x	
1.16.16	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.	x	
1.16.17	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the KEE roofing system components	x	
1.17	Metal Shingles Specifications		
1.17.01	Metal shingle / panel roofing system and underlayment shall meet the current applicable ASTM standards.	x	
1.17.02	Metal shingle / panel underlayment may include, but not be limited to: self-adhered underlayment or bituminous membrane.	x	
1.17.03	Self-adhered underlayment shall have a minimum vapor permeance of 15. Bituminous membranes shall be of the high temperature type.	x	
1.17.04	Contract vendor shall use fasteners that are compatible with all other metal materials used on the roof.	x	
1.17.05	Facia / barge boards should be protected from the environment in a manner that should provide a minimum 20-year performance and shall be sealed to prevent moisture penetration into any enclosed space at the eaves and soffits.	x	
1.17.06	Metal shingle / panel edges shall have a metal drip that extends under the shingle no less than 3 inches, be at least 2 inches in height, with a minimal 45 degree toe.	x	
1.17.07	Contract vendor shall install gutters, rain diverters, or snow/ice guards that should prevent water, snow/ice from falling into any walking surfaces beneath the roof line.	x	
1.17.08	Contract vendor shall install gutters and downspouts in accordance with local code.	x	
1.17.09	Contract vendor shall ensure enclosed attic space be vented in accordance with local code.	x	
1.17.10	Roof valleys should have a minimum of 24 inches of metal flashing underlayment centered in the valley.	x	
1.17.11	Contract vendor shall ensure roof penetrations are weather sealed with appropriate materials to prevent pooling water or allow moisture to penetrate below the roof into the building.	x	
1.17.12	Crickets installed at curbs or other locations wider than 24 inches should be constructed of sheet metal.	x	
1.17.13	Contract vendor shall install crickets in accordance with local code.	x	

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

Specifications		Comply	Exception/ Deviation*
1.17	Metal Shingles Specifications (Cont'd)		
1.17.14	Curb heights shall be at least 8" above roof surface and at least 6" above the high point of the adjacent cricket.	X	
1.18	Metal Roof Specifications		
1.18.01	Metal roofing system and underlayment shall meet the current applicable ASTM standards.	X	
1.18.02	Contract vendor shall sawcut or inlet the metal roofing flashing system at wall when possible. Surface mounted design of flashing is acceptable if determined necessary by member, designer, or application requirements.	X	
1.18.03	Transition from metal to low slope shall be detailed to allow for low slope roof replacement in the future if required and to prevent the removal of metal panels.	X	
1.18.04	Contract vendor shall use rigid board insulation, acceptable types to include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements. R value should be determined based on the applicable building code.	X	
1.18.05	Contract vendor shall use coverboard if required for fire rating or by manufacturer recommendations.	X	
1.18.06	Coverboards should provide the following functions to include, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, and provide rigid support.	X	
1.18.07	Coverboards shall be provided in the following types to include, but not be limited to: gypsum deck, high density polyisocyanurate board, or composite 4 inch iso with plywood laminated to the insulation.	X	
1.18.08	Metal roofing system is acceptable as an overlay over an existing rigid insulation, as determined by the member or designer and allowed per the local building code.	X	
1.18.09	Metal roofing system underlayment shall be self-adhered and self-healing, high temp underlayment, 40 mil min thickness, installed per manufacturer requirements and shop drawings. Felt underlayment is not allowed.	X	
1.18.10	Metal panels shall be a minimum 24 gauge with striations, pencil lines or mesas. Metal panels shall be a maximum width of 18 inches. Major components shall not be a private label.	X	
1.18.11	Flashing, trim, metal closures, strips, caps, gutters, roof curbs, and similar components shall be the same gauge and finish as the metal roof panels.	X	
1.18.12	Metal roofing system end laps or splicing of panels is not allowed.	X	
1.18.13	Radius panels should be mechanically curved with no cutting or bending. Panels shall be installed per manufacturers shop drawings based on specific project design.	X	
1.18.14	Thermal fasteners shall be multipiece for expansion and contraction. Fixed fasteners may be used when the manufacturer can substantiate the system can accommodate the thermal cyclic movement under live loads and thermal conditions. Manufacturer should provide wind uplift and fastener patterns with shop drawings that are project specific based on pressures provided by the member or designer.	X	

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

Specifications		Comply	Exception/ Deviation*
1.18	Metal Roof Specifications (Cont'd)		
1.18.15	Contract vendor shall use tape sealant that provides 100% closure. Joint sealant should be used per manufacturers requirements. Seam sealant should be required on slopes less than 2:12.	X	
1.18.16	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the metal roofing system components.	X	
1.19	Modified SBS Specifications		
1.19.01	Modified SBS roofing system and underlayment and insulation shall meet the current applicable ASTM standards.	X	
1.19.02	Contract vendor shall not apply Modified SBS membrane to the back of parapets or high walls at a height that exceeds manufacturer's requirements.	X	
1.19.03	Contract vendor shall waterproof the high wall surface with materials compatible with the substrate at locations where the Modified SBS membrane does not extend for the full height of the parapet walls and high wall.	X	
1.19.04	Contract vendor shall not extend the Modified SBS membrane to a height on high walls where the material can be seen from the ground.	X	
1.19.05	Contract vendor shall weather seal the surface of the parapet or high wall in a fashion appropriate for that type of wall.	X	
1.19.06	Contract vendor shall use coverboards, insulation boards or substrate boards.	X	
1.19.07	Acceptable insulation or substrate board types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness should be determined by member, designer, or application requirements. R value should be determined based on the applicable building code for new construction. For existing construction, the thickness should be determined by the member or designer.	X	
1.19.08	Contract vendor shall not use fasteners for mechanically attaching insulation or base sheet that exceed manufacturer length requirements.	X	
1.19.09	Coverboards should provide the following functions to include, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for roof membrane, and system fire rating.	X	
1.19.10	Coverboards shall be provided in the following board types to include, but not be limited to: gypsum based coverboard and high density wood fiber. Paper faced gypsum board shall not be used as coverboard.	X	
1.19.11	Modified SBS system is acceptable as an overlay over an existing roofing system, as determined by the member, designer and allowed per the local building code.	X	
1.19.12	Contract vendor shall install the Modified SBS Roofing System with a minimum of 2 and maximum of 3 plies, where the combination of the plies meets or exceeds 850 lbf. per inch of Tear Strength and 500 lbf. per inch of Tensile Strength, in both machine direction and cross machine direction when tested per current applicable ASTM standard.	X	

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

Specifications		Comply	Exception/ Deviation*
1.19 Modified SBS Specifications (Cont'd)			
1.19.13	Contract vendor shall install the Modified SBS using any combination of the following scrim reinforcements: polyester, glass fiber, or a combination of polyester and glass fiber.	X	
1.19.14	Modified SBS roof design, specification and installation shall provide a 20-year minimum life. Proper installation is particularly important to the life of this roofing system and should require both third party quality assurance and quality control inspections as well as enhanced manufacturer inspections during the construction.	X	
1.19.15	Contract vendor shall install a membrane system that may include, but not be limited to: hot asphalt, cold adhesive or self-adhered. The type of membrane should be decided by the member, assessor, designer, and SFD staff prior to start of construction.	X	
1.19.16	The Modified SBS roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer for all the types of roofing failures which should include, but not be limited to: roof leaks, blisters, ponding, sliding materials, or loss of granules)	X	
1.19.17	Contract vendor shall provide a two year minimum material and labor warranty.	X	
1.19.18	Contract vendor shall use materials that meet low VOC standards, and not contain asbestos, lead, or other hazardous materials.	X	
1.19.19	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.	X	
1.19.20	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the modified SBS roofing system components.	X	
1.20 Polyvinyl- Chloride (PVC) Specifications			
1.20.01	PVC roofing system and insulation shall meet the current applicable ASTM standards.	X	
1.20.02	Contract member shall adhesively apply the PVC roofing system to the back of parapets or high walls as required.	X	
1.20.03	Contract vendor shall apply PVC membrane to the back of parapet or high wall to not exceed manufacturer's height requirements.	X	
1.20.04	Contract vendor shall waterproof the high wall surface with materials compatible with the substrate at locations where the PVC membrane does not extend for the full height of the parapet or high walls.	X	
1.20.05	Contract vendor shall use acceptable rigid board insulation. Insulation types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.	X	
1.20.06	Contract vendor shall use a coverboard in all PVC membrane roof assemblies. Coverboards should provide the following functions to include, but not be limited to: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.	X	
1.20.07	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.	X	

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

Specifications		Comply	Exception/ Deviation*
1.20	Polyvinyl- Chloride (PVC) Specifications (Cont'd)		
1.20.08	PVC roofing system is acceptable as an overlay over an existing roofing system.	X	
1.20.09	PVC roofing system shall meet ASTM Standard Specification D4434, 60 mil minimum thickness.	X	
1.20.10	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.	X	
1.20.11	Fastener length for mechanically attached systems shall not exceed 10 inches.	X	
1.20.12	The PVC roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer.	X	
1.20.13	Contract vendor shall provide a two year minimum material and labor warranty.	X	
1.20.14	All components of the roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system.	X	
1.20.15	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials. Low rise adhesive is recommended.	X	
1.20.16	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.	X	
1.20.17	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the PVC roofing system components.	X	
1.21	Thermoplastic-Polyolefin (TPO) Specifications		
1.21.01	TPO roofing system and insulation shall meet the current applicable ASTM standards.	X	
1.21.02	Contract vendor shall adhesively apply the TPO roofing system to the back of parapets or high walls as required.	X	
1.21.03	Contract vendor shall apply TPO membrane to the back of parapet or high wall to not exceed manufacturer's height requirements.	X	
1.21.04	Contract vendor shall waterproof the high wall surface with materials compatible suitable to the substrate at locations where the PVC membrane does not extend for the full height of the parapet or high walls.	X	
1.21.05	Contract vendor shall use acceptable rigid board insulation. Insulation types shall include, but not be limited to: polyisocyanurate foam board, polystyrene board insulation and composite board insulation. The thickness can be determined by member, designer, or application requirements.	X	
1.21.06	Contract vendor shall use a coverboard in all TPO membrane roof assemblies. Coverboards should provide the following functions: separate incompatible materials, minimize thermal drift, protect rigid board insulation, provide rigid support for the roof membrane.	X	
1.21.07	Coverboards shall be provided in the following board types to include, but not be limited to: glass mat faced gypsum boards, high density wood fiber, and high density polyisocyanurate board. Paper faced gypsum board is not allowed.	X	
1.21.08	PVC roofing system is acceptable as an overlay over an existing roofing system.	X	

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

Specifications		Comply	Exception/ Deviation*
1.21	Thermoplastic-Polyolefin (TPO) Specifications (Cont'd)		
1.21.09	PVC roofing system shall meet ASTM Standard Specification D6878, 60 mil minimum thickness.	X	
1.21.10	A fully adhered membrane is recommended, but attachment is to be determined on a project basis, and member approval.	X	
1.21.11	Fastener length for mechanically attached systems shall not exceed 10 inches.	X	
1.21.12	The TPO roofing system shall have a twenty-year, no dollar limit (NDL) material and labor warranty to be provided by the manufacturer.	X	
1.21.13	Contract vendor shall provide a two year minimum material and labor warranty.	X	
1.21.14	All components of the roofing system shall be supplied by the roofing manufacturer in order to maintain the warranty and fire classification of the system.	X	
1.21.15	Contract vendor shall use low VOC adhesives. Adhesives shall be free of any hazardous materials. Low rise adhesive is recommended.	X	
1.21.16	All penetrations, curb flashings and corner flashings should be factory fabricated. No field fabricated components shall be permitted.	X	
1.21.17	Roof mounted equipment and accessories shall be constructed from materials that are compatible with the TPO roofing system components.	X	

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

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

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:



We take no exceptions/deviations to the Scope of Work and Specifications.

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



We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)



IFB 23L-1221
Roof and Roofing Systems

TAB 1f

Tab 1f – A copy of the original executed bid/bond/alternative bid security (as detailed in the Special Terms and Conditions) in the amount of \$100,000 is to be placed after Tab 1f. Your current single job and aggregate bonding capacity information as required is placed after Tab 1f.

Bid Bond
(Place after Tab 1f)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Progressive Services, Inc. DBA Progressive Roofing, 23 North 35th Avenue, Phoenix, AZ 85009

(hereinafter called Principal), as Principal, and Axis Insurance Company
10000 Avalon Blvd., Suite 200, Alpharetta, GA 30009

a corporation organized and existing under the laws of the State of IL, with its principal office in
the city of Alpharetta, (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 Roof and Roofing Systems. Project No. 23L-1221

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 21 day of December, 20 23.

Progressive Services, Inc. DBA Progressive Roofing
PRINCIPAL SEAL

BY

Axis Insurance Company
SURETY SEAL

BY

AGENCY OF RECORD

POWER OF ATTORNEY

DUAX001001

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Joseph R. Puplawski

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, or to delegate same pursuant to appropriate written agreements. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: [Signature]

Printed Name: Andrew M. Weissert

Title: Senior Vice President

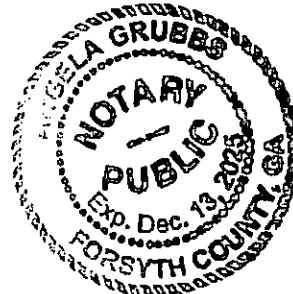


STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal

[Signature]
Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary, of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 21st day of December, 2023

By: [Signature]

Printed Name: Frances R. Mathis

Title: Assistant Secretary





Marsh McLennan Agency
825 Maryville Centre Drive | Suite 200
Chesterfield | MO 63017
T +1 314 594 2700
MarshMMA.com

November 27, 2023

RE: Progressive Services, Inc. dba Progressive Roofing

To Whom It May Concern:

Marsh McLennan Agency has been pleased to provide surety credit for Progressive Services, Inc. dba Progressive Roofing for several years. During our relationship with Progressive Services, Inc. dba Progressive Roofing, we have never had a question as respects to workmanship or their ability to perform.

The current surety for Progressive Services, Inc. dba Progressive Roofing is Axis Insurance Company which has a Best Rating of A with financial strength of XV. Progressive Services, Inc. dba Progressive Roofing has the technical expertise, equipment, and labor force to successfully perform project in the single job range of \$100,000,000 with an aggregate work program of \$400,000,000 subject to conditions below.

Should a project be awarded to and accepted by Progressive Services, Inc. dba Progressive Roofing we are prepared to favorably consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Progressive Services, Inc. dba Progressive Roofing and Axis Insurance Company. We assume no liability to third parties or to you if you any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Progressive Services, Inc. dba Progressive Roofing or their surety bond program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew P. Thome'.

Andrew P. Thome,
CEO



IFB 23L-1221
Roof and Roofing Systems

TAB 1g

Tab 1g – A completed copy of *the Anti-Lobbying Certificate Form* is placed after Tab 1g.
A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* is placed after Tab 1g

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

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

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

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

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

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

(C) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Progressive Services, Inc. dba Progressive Roofing

(Firm Name)



(Signature)

Mark Farrell

(Print Name)

President

(Print Title)

12/20/2023

(Date Certified)



**IFB 23L-1221
Roof and Roofing Systems**

TAB 1h

Tab 1h – A completed copy of *U.S. Department of Agriculture Form AD-1048* is placed after Tab 1h.
Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after Tab 1h.

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

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

(Read Instructions On Page Two (RFP Page 32) Before Completing Certification)

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

Progressive Services, Inc. dba Progressive Roofing

Organization Name

PR/Award Number or Project Name

Mark Farrell, President

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



Signature(s)

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442

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

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (IFB page 31) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 1i

Tab 1i – A completed copy of the *EDGAR Certification* is placed after Tab 1i.

EDGAR Certification
(Place after Tab 1i)

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a Mohave Educational Services Cooperative, Inc.'s (Mohave) member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to an awarded Mohave contract in all situations where the contract vendor has been paid or will be paid with federal funds:

- A. Contract Vendor Violation or Breach of Contract. Mohave reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contract vendor violation or breach of contract terms.
- B. Termination Clause. 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, as specified in General Terms and Conditions, Section 3. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- C. Equal Employment Opportunity. The contract vendor shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60 EO 11246 & EO 11375 Amended):
<https://www.federalregister.gov/documents/2014/07/23/2014-17522/further-amendments-to-executive-order-11478-equal-employment-opportunity-in-the-federal-government>
- D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
 - a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - b. Davis-Bacon Act – The contract vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- E. Contract Work Hours and Safety Standards Act. The contract vendor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where Mohave or the member wishes to enter into a contract with a small business firm or nonprofit organization, contract vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. (CFR Title 37, Chapter 4, Part 401)
- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The contract vendor will 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 which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the *Bid/Offer and Acceptance Form*, the contract vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (2/18/1986) and 12689 (8/15/1989, references EO 12549). The contract vendor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 (180.300, 180.355) and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

EDGAR Certification
(Place after Tab 1i)

- I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, the contract vendor must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over \$100,000)
- J. Certification Regarding Lobbying. Pursuant to 31 U.S.C. 1352, the contract vendor must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- K. Record Retention - Record Keeping. The books and records of the contract vendor pertaining to operations under this Agreement shall be available to Mohave or Mohave's members at any reasonable time. These records are subject to inspection or audit by representatives of Mohave, State Agency, the U.S. Department of Agriculture (for food/nutrition only), and the U.S. General Accounting Office at any reasonable time and place. Mohave shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214), 7 CFR Part §210.23(c) and 2 CFR Part 200.318(i).
- L. Energy Policy and Conservation Act. The contract vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)
- M. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.
- a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- N. Buy American Provision. The contract vendor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR §210.21(d) and 7 CFR §220.16(d). The contract vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. USDA Policy Memo SP 38-2017: "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:

EDGAR Certification
(Place after Tab 1i)

- a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or
- b. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).

- O. Affordable Care Act. The 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 and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Mohave or member, as required by State or Federal law.
- P. Certificate of Independent Price Determination. The contract vendor admits that all prices in the offer have 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 contract vendor or with any competitor certification regarding non-collusion. (48 CFR §52.203-2)
- Q. Invoicing. The contract vendor shall fully disclose all discounts, rebates, allowances and incentives received by the contract vendor from its suppliers. If the contract vendor receives a discount, rebate, allowance, or incentive from a supplier, the contract vendor must disclose and return to the member the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the member. The contract vendor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR §210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7 CFR §210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contract vendor receiving payments in excess of the contract vendor's actual, net allowable costs. 7 CFR §210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)
- R. E-Verify Requirement. The contract vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) Contract vendor shall keep a record of the verification for the duration of the employee's employment, or at least three years, whichever is longer.
- S. Description of Process for Enabling Contract Vendor to Receive or Pick Up Orders Upon Contract Award. Once the member has made the decision to order from an awarded contract vendor of an awarded contract, price will be confirmed/verified following processes outlined in the awarded contract General Term and Condition 9.9: Order Cycle Overview, based upon the needs of the member. No volume is implied or guaranteed.
- T. Solid Waste Disposal Act. The contract vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and its implementing regulations.
- U. Program Regulations. Contract vendor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contract vendor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contract vendor shall

EDGAR Certification
(Place after Tab 1i)

provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contract vendor's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements. (Only applies to food/nutrition contracts)

- V. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, Mohave shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321
- W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contract vendor agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.
- X. Subcontractors. Contract vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- Y. Domestic Preferences for Procurements.
 - a. As appropriate and to the extent consistent with law, Mohave and Mohave's members, to the greatest extent practicable under a Federal award, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.
 - b. For purposes of this section:
 - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BIDDER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE UNDER AN AWARDED CONTRACT. IT IS FURTHER ACKNOWLEDGED THAT BIDDER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE AND APPLICABLE. BIDDER MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED UNDER AN AWARDED CONTRACT.

Company Name: Progressive Services, Inc. dba Progressive Roofing

Mohave Solicitation Number: IFB 23L-1221

Printed Name: Mark Farrell

Authorized Signature: 

Date: 12/20/2023

Title: President

E-Mail: mark.farrell@progressiveus.com



Tab 2: Primary Vendor Information



**IFB 23L-1221
Roof and Roofing Systems**

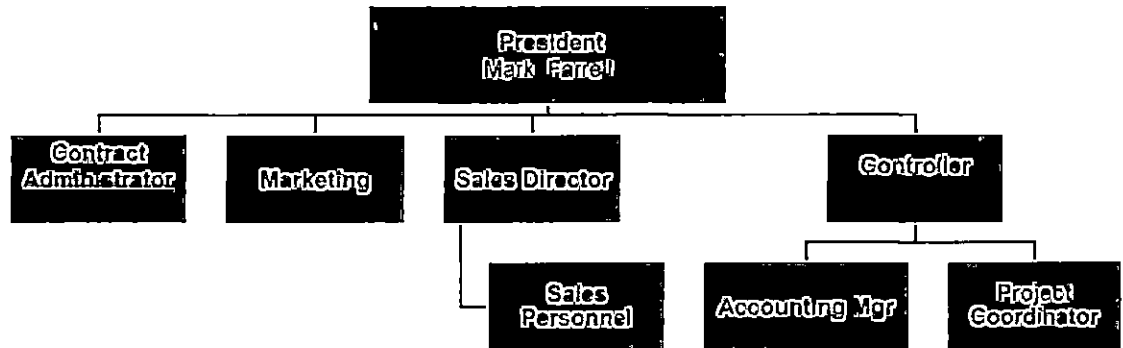
TAB 2a

Tab 2a – A complete response to the Method of Approach pages is placed after Tab 2a.

Tab 2a – A complete response to the Method of Approach pages is placed after Tab 2a.

1. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:
 - a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:

Mohave Team Organizational Chart



Being on the Mohave contract for over the last 10 years has allowed us to review our current marketing program determining the strengths and weaknesses in promoting and selling on the contract. The Senior Management of Progressive Roofing has mandated that a more proactive and defined effort be established in the promotion of the Mohave contract. Our Mohave Team meets monthly to review sales, billings, marketing and other questions or discussions.

- b. Communication process with Mohave and its members:
Our commitment to our partnership with Mohave is to develop a partnership to drive sales volume to this contract. The following initiatives will be implemented to assure this success:

- Intensive Sales Training on the contract
- Fresh marketing literature
- Direct mailings
- Additional monies budgeted to the Mohave program
- Contacting current eligible accounts
- Setting up lunch and learn programs with current and future customers
- Commitment of moving the current existing customers and volume to this contract
- Areas of Focus/Marketing that will increase this volume of Dollars and customers within the first year
- promote the Mohave contract with manufacturers and distributors to assure that this is the best "go to market" Roofing and Building Envelope Services contract available

- c. Standard delivery time for products/services after receipt of purchase order:
The delivery time varies due to product availability. Once we receive the PO back from Mohave, we set up a pre-construction meeting with the designated personnel and discuss the schedule, staging areas, and other coordination items. Many times, the client wants the work done during times when the school is not in session, etc.
- d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:
Progressive Services, Inc. firmly believes in personal contact; however, we would also utilize a large mailing to all of our customers that could use your contract.

We are also planning to expand our marketing to other entities besides educational institutions that can utilize this contract (i.e., cities, municipalities, etc.).

Applying this strategy to a plan is as follows:

- Pricing
- Promotion
- Distribution
- Prospect
- Product/Service
- Market analysis

We monitor the sales on this contract monthly, which also includes comparing the sales for the same month in the previous year

- e. Specific value-added services that may benefit members:
Free roof assessments, educating customers on dos and don'ts on the roof to avoid damaging their warranty, onsite training for facility personnel, we have a computerized roof asset management software program
- f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract:
The Contract Administrator reviews all Mohave quotes prior to them being presented to the customer. 98% of the time the Contract Administrator develops the line item (fixed) quote from the salesperson's estimate. This ensures that the quote is for items on contract and charged at the correct line item amount.
- g. Are there any limitations to the types of members that you will provide services to, if so, indicate what those limitations are:

There are no limitations. We have production offices in Phoenix, Tucson and Flagstaff which allows us to service the entire state.

2. Indicate if your bid is regional or statewide: Regional _____ Statewide X

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

Regardless of if your firm is providing statewide or regional/county services, complete the chart below to include the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Indicate which area(s) of the state that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	1%	x	X
Cochise	1%	x	X
Coconino	5%	x	X
Gila	1%	x	X
Graham	1%	x	X
Greenlee	0%	x	X
La Paz	0%	x	X
Maricopa	66%	x	X
Mohave	1%	x	X
Navajo	2%	x	X
Pima	12%	x	X
Pinal	6%	x	X
Santa Cruz	1%	x	X
Yavapai	2%	x	X
Yuma	1%	x	X

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

Yes *X* _____ No _____

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

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

We only subcontract non-roofing work, such as plumbing, electrical, HVAC, painting. The maximum would be less than 10%. We only use local subcontractors.

Many of our subcontractors have been working with us for over 10 years.

4. Provide the methodology (check boxes below), and a full and complete description as to how your pricing will be managed under an awarded contract.

Choose one of the three options below:

Our pricing methodology is percent of discount off manufacturer's price list or catalog.

Our pricing methodology is fixed pricing.

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

NOTE: If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See **Basis for Pricing** in the **Special Terms and Conditions**.)

We do not anticipate any contingencies for economic price adjustments.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 2b

Tab 2b – A complete response to the Qualification and Experience pages is placed after Tab 2b.

Evidence of current Arizona contractor's license(s) is placed after Tab 2b.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:

- a) A short narrative description of what you are offering for this contract.

The services we are offering is any service related to the roof, which includes; installing all roofing systems, inspections, housekeeping, core samples, abatement services, infra-red analysis, evaluations, preventative maintenance, design review, value engineering, cost benefit analysis, annual inspections, budgetary plans, semi-annual and annual service plans, warranties, repairs and any other ancillary service deemed necessary or requested by the customer.

- b) A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business

Progressive Services, Inc. dba Progressive Roofing was incorporated in the State of Arizona in 1978, specializing in commercial, institutional, and industrial roofing. Forty-five years ago, the primary business was roofing. Today, Progressive Roofing provides not only roofing services, but specializes in waterproofing, architectural sheet metal, general sheet metal and sustainable roofing.

Quality, safety and providing value to the customer are part of our corporate philosophy. As a family owned company, we always have our customers and their needs as the foremost concern on any project. Our excellent reputation of providing quality, service and affordability and maintaining customer relations is well known in the industry

- c) Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business. **N/A**
- d) Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products/services in the bid, or if you are a producer, publisher, or manufacturer of the products/services in the bid.

Progressive Roofing is a certified and trained provider of every major roofing manufacturer

- **Carlisle – single ply, PVC, EPDM, TPO**
- **Fibertite – SBS, modified bitumen, TPO**
- **Firestone – SBS, built-up, TPO, EPDM, APP**
- **GAF – metal roofing, SBS built-up, TPO, Coatings, shingles**
- **Garland – metal roofing, SBS built-up, TPO, coatings**
- **Johns Manville- SBS, APP, Built-up, EPDM, PVC, TPO**
- **Sika Sarnafil – PVC**
- **Siplast – SBS, built-up, PVC**
- **Soprema – SBS, built-up roofing, PVC**
- **Tamko – shingle, slate, tile**
- **Tremco – SBS, built-up roofing, coatings, metal roofing**

Progressive Roofing only uses products from manufacturers that have quality products, strong warranties and technical assistance with a national reputation for standing behind their products. All of the above named manufacturers have a long term relationship with our company and have supported the Mohave contract that we have and will continue to support us with this solicitation.

Our crews are trained on each type of roofing which includes but not limited to; built-up roofs (hot and cold applied), single ply, foam, tile, slate, shingle, metal, EPDM, modified bitumen and inverted roofs and a variety of products for “green” roofs.

2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.

NONE

3. **Place after Tab 2b:** Provide a current, completed copy of your firm’s IRS W-9.

SEE ATTACHED

4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm’s ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave’s website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation.

We are a large company, so this is N/A

5. **Place after Tab 2b:** An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work or sold products and services in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm:

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

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

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

<u>Florence USD</u>	<u>Roosevelt School District</u>
<u>City of Phoenix</u>	<u>Gilbert USD</u>
<u>Scottsdale USD</u>	<u>Kyrene School District</u>

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 28, 2023 12:01:55 PM
Last Modified: Tuesday, November 28, 2023 12:04:11 PM
Time Spent: 00:02:15
IP Address: 174.231.19.22

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

Q1

Your Contact Information:

Name	Brett Holliday
Agency or Company	Scottsdale Unified School District
Position	Lead Carpenter
Email Address	bholliday@susd.org
Phone Number	6024787812

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	Progressive roofing
State/Province	AZ

Q3

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

(no label)	10 - Very Satisfied
------------	----------------------------

Q4

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

(no label)	9
------------	----------

Q5

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

(no label)	10 - Very Satisfied
------------	----------------------------

IFB 23L-1221 Roof and Roofing Systems PPI References Survey

Q6

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

(no label) 9

Q7

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

(no label) 10 - Very Satisfied

Q8

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

(no label) 10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10

Respondent skipped this question

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

Q11

Respondent skipped this question

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

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 28, 2023 12:12:25 PM
Last Modified: Tuesday, November 28, 2023 12:16:37 PM
Time Spent: 00:04:11
IP Address: 174.231.20.67

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

Q1

Your Contact Information:

Name	Mason Meade
Agency or Company	Kyrene School District
Position	KSD Director of Facilities
Email Address	mmeade@kyrene.org
Phone Number	4805411600

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	Progressive Roofing
Address	23 N. 35th Ave
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85009

Q3

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

(no label) 10 - Very Satisfied

Q4

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

(no label) 10 - Very Satisfied

Q5

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

(no label)

10 - Very Satisfied

Q6

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

(no label)

10 - Very Satisfied

Q7

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

(no label)

10 - Very Satisfied

Q8

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

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10

Respondent skipped this question

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

Q11

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

Progressive Roofing is the preferred roofing vendor for Kyrene School District. Top not quality and communication. Will continue to use their services on future projects.

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 28, 2023 12:26:00 PM
Last Modified: Tuesday, November 28, 2023 12:28:46 PM
Time Spent: 00:02:46
IP Address: 163.116.139.117

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

Q1

Your Contact Information:

Name Tina Huerta
Agency or Company City of Phoenix
Position Project Coordinator
Email Address tina.huerta@phoenix.gov
Phone Number 623-628-0354

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor Progressive Roofing
Address 23 N. 35th Ave
City/Town Phoenix
State/Province AZ
ZIP/Postal Code 85009

Q3

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

(no label) 10 - Very Satisfied

Q4

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

(no label) 10 - Very Satisfied

Q5

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

(no label)

10 - Very Satisfied

Q6

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

(no label)

10 - Very Satisfied

Q7

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

(no label)

10 - Very Satisfied

Q8

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

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10

Respondent skipped this question

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

Q11

Respondent skipped this question

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

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 28, 2023 12:52:42 PM
Last Modified: Tuesday, November 28, 2023 1:04:09 PM
Time Spent: 00:11:27
IP Address: 198.60.184.57

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

Q1

Your Contact Information:

Name	Rich DeVries
Agency or Company	Florence Unified School District #1
Position	Special Projects
Email Address	rdevries@fusdaz.org
Phone Number	520-251-1877

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	Progressive Roofing
Address	23 N. 35th Ave
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85009

Q3

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

(no label) 10 - Very Satisfied

Q4

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

(no label) 10 - Very Satisfied

Q5

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

(no label)

10 - Very Satisfied

Q6

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

(no label)

10 - Very Satisfied

Q7

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

(no label)

10 - Very Satisfied

Q8

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

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10

Respondent skipped this question

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

Q11

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

I have used Progressive Roofing for the last 23 years to include: new construction, replacement roofing, warranty replacement and general repairs.

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 28, 2023 1:18:09 PM
Last Modified: Tuesday, November 28, 2023 1:22:43 PM
Time Spent: 00:04:34
IP Address: 162.212.22.116

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

Q1

Your Contact Information:

Name	Steven Wells
Agency or Company	Gilbert Public Schools
Position	Operations Supervisor
Email Address	steven.wells@gilbertschools.net
Phone Number	480-540-7059 480-373-0461

Q2

Indicate the Vendor that you are providing the past performance information for:

Vendor	Progressive Roofing
Address	23 N. 35th Ave
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85009

Q3

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

(no label) **10 - Very Satisfied**

Q4

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

(no label) **10 - Very Satisfied**

Q5

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

(no label)

10 - Very Satisfied

Q6

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

(no label)

10 - Very Satisfied

Q7

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

(no label)

10 - Very Satisfied

Q8

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

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to roof and roofing systems provided in this solicitation?

Q10

Respondent skipped this question

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

Q11

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

We have been doing business with Progressive Roofing for 20 years, and they are the most dependable and professional company I have personally dealt with. Quality management and customer service.

6. **Place after Tab 2b:** Provide copies of all current applicable Arizona contractor's licenses held by your company that are required by the Arizona Registrar of Contractors to perform the services under an awarded contract.

If contract vendor self-performs or subcontracts any portion of the work; the contract vendor may be licensed as a General Contractor (e.g., B-1, B-2, KB-1, or KB-2). *Note: General Contractors cannot oversee C-11/CR-11 Electrical subcontractors.* Contract vendor shall provide documentation from AROC that the license provided other than a C-42/CR-42 Roofing license allows either self-performing and/or subcontracting the entire or any portion of the scope of work.

Contract vendor may also be licensed with the equivalent specialty license (e.g., C-11, CR-11, C45, CR-45, C-78, or CR-78) of any subcontractors used to perform the services in which they are subcontracted.

The following license(s) shall be required for the applicable work/service being subcontracted and self-performed under an awarded contract. **Provide any current applicable licenses held by your firm in your bid. Indicate if your firm will self-perform or subcontract the specific service.**

- B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, KB-1 Dual Building Contractor, or KB-2 Dual Residential and Small Commercial – required for subcontracting any portion of services with the exception of C-11/CR-11 Electrical. **Attached**
- C-11 Electrical or CR-11 Electrical – required for any electrical services that are subcontracted or self-performed.

Self-perform _____; Subcontract ; Both _____

- C-40 Insulation or CR-40 Insulation – required for any roofing insulation services over 10% of roof substrate square footage services that are subcontracted or self-performed.

Self-perform ; Subcontract _____; Both _____

- C-45 Sheet Metal or CR-45 Sheet Metal – required for any sheet metal services that are subcontracted or self-performed.

Self-perform ; Subcontract _____; Both _____

- C-78 Solar Plumbing, Liquid Systems Only or CR-78 Solar Plumbing, Liquid Systems Only – required for any plumbing services that are subcontracted or self-performed.

Self-perform _____; Subcontract ; Both _____

- Include any other specialty or engineering licenses held by your firm that are pertinent to services within the scope of work. **None**

LICENSE EFFECTIVE THROUGH: September 30, 2024
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Progressive Services Inc
Progressive Roofing

CONTRACTORS LICENSE NO. ROC 073981 CLASS CR-42

Specialty Dual
Roofing

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: February 28, 2025
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Progressive Services Inc
Progressive Roofing

CONTRACTORS LICENSE NO. ROC 101566 CLASS

General Commercial
General Commercial Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: March 31, 2024
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT

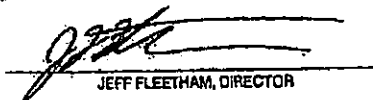


Progressive Services Inc

CONTRACTORS LICENSE NO. ROC 082792 CLASS KO

General Dual
As Restricted by the Registrar

THIS CARD MUST BE
PRESENTED UPON DEMAND


JEFF FLEETHAM, DIRECTOR

Contractor Search

**DETAILS FOR
Progressive Services Inc**

LICENSE NUMBER ROC 082976
This information is provided as of 11/10/2020 10:20:20

Please visit the contractor's profile page to contact our Licensing Department at (501) 543-1221 for more information.

CONTRACTOR		LICENSE	
Business Entity Name	Progressive Services Inc	Class & Description	General Fund 501.0, Restricted by the Public ADMINISTRATION & CONTRACTING
City and State	Phoenix, AZ 85029	Entity Type	Corporation
Phone	(602) 978-4468	Special / Business	
State / Firms	Azusa	First Issue	1/28/80 28
		Renewal Through	2024-03-31
		<small>This license is CP General - CP General pursuant to § 5-1-12, 117(D)</small>	

The Qualifying Party listed below is associated with this license. All other persons named if not associated with the company. They are not all necessarily associated with this license.

QUALIFYING PARTY & PERSONNEL		
Name: Lawrence Lammert Position: Secretary Name: Gregory J Long Position: Vice President Name: PR Acquisition LLC Position: Person Entity Name: John William Farnell Position: Officer Other Positions: OFFICES Disqualification Date: 2022-09-02 Name: Mark F Farnell Position: Officer Other Positions: President Officer	Name: PR Ethics LLC Position: Owner Name: PR Permit LLC Position: Permit Entity Name: PR INC Business LLC Position: Person Entity Name: John William Farnell Position: Officer Other Positions: Vice-Chief of Officer Disqualification Date: 2022-09-02 Name: Henry William Farnell Position: Officer Other Positions: EMPLOYEE	Name: Scott Russell Manning Position: President Name: The M.V. Insurance Brokers Position: Permit Entity Name: Blue Tree Capital 2021 - CP Fund LP Position: Permit Entity Name: Mark Farnell Position: Officer Other Positions: OFFICES

Complaints against this contractor are listed below. Complaints that were resolved, closed or carried without a monetary award order or dismissal are not included. Contact the Registrar of Contractors at 800-343-1372 or toll-free assistance at 1-877-664-2262 to identify the ROC office location you need to visit to view complete complaint documentation. The website does not display all public hearings or public testimony concerning a license, disciplinary history. Check our additional public information to verify the Public Records Request form to review the license's entire history.

COMPLAINT INFORMATION		
0	0	0
Open Cases	Disputed Cases	Resolved / Settled Cases
0	0	0

BOND INFORMATION			
<small>Click to select Bond or Surety Bond Bond Company Contact Information Page</small>			
Bond Type:	Surety	Bond Type:	Surety
Bond Number:	088077313	Bond Number:	3542949
Effective Date:	2022-10-14	Effective Date:	1/15/20 30
Bond Company:	Other	Bond Company:	FIDELITY & SURETY CO OF NASHV
Amount:	\$14000	Amount:	\$12500
Fee:	\$1	Fee:	\$1
Available:	\$14000	Available:	\$18000
Status:	Azusa	Status:	Canceled

Contractor Search

DISCLAIMER
 The data supplied herein is based on our best efforts and is correct to the best of our knowledge as of the date and time it was last updated. This information is provided without guarantee or warranty. The data is subject to change on a daily basis. You may not see additional public records related to this license, including delinquent contractor and residential property information, by clicking the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in [A.R.S. § 12-1003](#). Please read our Standard Terms of Use at [https://arizona.roc.state.gov](#).
 Please note that the company or individual listed on this license may hold other Arizona contractor licenses. To view information, status, and compliance history for the past two years, please log on to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individual listed on the license.

DETAILS FOR
Progressive Services Inc
 LICENSE NUMBER ROC 101866
 This information is current as of 2024-01-04 10:30:33

[Share this License or Send it to Yourself via Email | Email for Letter](#)

If you are the contractor listed, feel free to contact our Licensing Department at (602) 542-1525 for more information.

CONTRACTOR		LICENSE	
Business Entity Name	Progressive Services Inc	Class & Description	General Commercial B & General Commercial Contractor
Doing Business As	Progressive Roofing	Entity Type	Corporation
City and State	Phoenix, AZ, 85009	Issued / Renewal	
Phone	(602) 278-4100	First Issued	1994-03-30
Status / Action	Active	Renewed Through	2025-02-28
		This license is QP Exempt - QP Exempt pursuant to A.R.S. § 12-1125	

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Adrienne Leonard Position: Secretary	Name: PR Metro LLC Position: Owner	Name: Scott Russell Manning Position: Treasurer
Name: Gregory C. Berg Position: Vice President	Name: PR Parent LLC Position: Parent Entity	Name: The H&J Irrevocable Trust Position: Parent Entity
Name: PR Aggregator LLC Position: Parent Entity	Name: PR ESC Investor LLC Position: Parent Entity	Name: Bow River Capital 2017 - QP Fund, LP Position: Parent Entity
Name: John William Farrell Position: Officer Other Positions: OFFICER Disassociation Date: 2022-09-02	Name: John William Farrell Position: Officer Other Positions: Historical Officer Disassociation Date: 2022-09-02	Name: John A. Farrell Position: Officer Other Positions: OFFICER
Name: Mark Farrell Position: Other Other Positions: Historical Officer	Name: Henry Michael Hudson Position: Other Other Positions: EMPLOYEE	

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Progressive Services, Inc.	
	2 Business name/disregarded entity name, if different from above Progressive Roofing	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 23 N. 35th Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Phoenix, AZ 85009	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
8 6 - 0 3 4 5 6 5 7	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Alice Hunt Date ▶ 12/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 2c

Tab 2c – A current certificate or certificates of insurance is placed after Tab 2c.

073961 CR-42 (AZ)
577294 B, C39, 43 (CA)
CCC1330064 (FL)
104015822 (IL)
54577-21 (LA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue Phoenix, AZ 85009
PH: (602) 278-4900 F: (602) 278-6896

19315 - SC (MS)
034331 GS-21 (NM)
22525 C15A (NV)
64609 (TN))
7793745-5501 (UT)

Albuquerque, NM ♦ Clinton, MD ♦ Dallas, TX ♦ Denver, CO ♦ Flagstaff, AZ ♦ Fontana, CA ♦ Houston, TX ♦ Knoxville TN
Missoula, MT ♦ New Orleans, LA ♦ Phoenix, AZ ♦ Portland, OR ♦ Seattle, WA ♦ Salt Lake City, UT ♦ Tucson, AZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

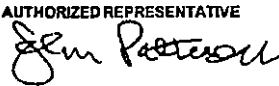
PRODUCER J.W. Terrill, a Marsh & McLennan Agency LLC Company - St. Louis 825 Maryville Centre Dr. Suite 200 Chesterfield MO 63017	CONTACT NAME: Kelli Dickson PHONE (A/C, No, Ext): 314-594-2696 E-MAIL ADDRESS: Kelli.Dickson@MarshMMA.com	FAX (A/C, No): 888-307-1562
	INSURER(S) AFFORDING COVERAGE	
INSURED Progressive Services, Inc. dba Progressive Roofing 23 North 35th Avenue Phoenix AZ 85009	INSURER A: Amerisure Mutual Insurance Company NAIC # 23396	
	INSURER B: Homesite Insurance Company of Florida NAIC # 11156	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 227868504 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP21181940202	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA21181630202	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXP14004051702	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC21181780202	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC21181780102: Part I WC Statutory Benefits Applies For All States EXCEPT OH, ND, WA & WY.
 Part II Employers Liability Applies For All States Including OH, ND, WA, & WY.
 Evidence of Insurance Including Pollution

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**IFB 23L-1221
Roof and Roofing Systems**

TAB 2d

Tab 2d – Financial information (statement from financial institution or letter credit) is placed after Tab 2d.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 2e

Tab 2e – Monitoring of quality of work description is placed after Tab 2e

Note: **Confidential
Financial
Information REMOVED**

Tab 2e – Monitoring of quality of work description is placed after Tab 2e.

Progressive Roofing will monitor quality continuously during each phase of the project. Strategic milestones will be developed starting backward from the planned completion date. This schedule will then be closely followed to measure the progress of the team.

In order to maintain an effective Quality Control System, the QCM shall implement a Quality Control Plan and tracking system. The tracking system will be updated daily and all items adjusted/rescheduled for milestones that are not achieved:

- Scheduling
- Construction management
- Teamwork
- Budget control
- Sensitivity to safety and environmental factors

Our Team's proven Quality Control approach has been developed and refined through years of successful performance on contracts of this magnitude. It is the policy of our Company to clearly define and meet quality requirements throughout all activities and to actively promote continuous improvement in every aspect of our business. Our quality objectives are as follows:

- To implement procedures and provisions throughout the organization consistent with construction quality standards
- To continually evaluate the quality system, seeking further improvements through regular assessment and review
- To consistently achieve compliance with all contractual and environmental requirements
- To actively stimulate and encourage the ongoing motivation of all of our personnel to improve the quality of our services



PROGRESSIVE ROOFING



IFB 23L-1221 Roof and Roofing Systems

TAB 2f

Tab 2f – Worker’s Compensation Experience Modification Rate (EMR) is placed after Tab 2f.

073961 CR-42 (AZ)
577294 B, C39, 43 (CA)
CCC1330064 (FL)
104015822 (IL)
54577-21 (LA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue Phoenix, AZ 85009
PH: (602) 278-4900 F: (602) 278-6896

19315 - SC (MS)
034331 GS-21 (NM)
22525 C-15A (NV)
64609 (TN))
7793745-5501 (UT)

Albuquerque, NM ♦ Clinton, MD ♦ Dallas, TX ♦ Denver, CO ♦ Flagstaff, AZ ♦ Fontana, CA ♦ Houston, TX ♦ Knoxville TN
Missoula, MT ♦ New Orleans, LA ♦ Phoenix, AZ ♦ Portland, OR ♦ Seattle, WA ♦ Salt Lake City, UT ♦ Tucson, AZ



**Marsh McLennan
Agency**

Marsh McLennan Agency
825 Maryville Centre Drive | Suite 200
St. Louis | MO 63017
T +1 314 594 2700
MarshMMA.com

12/5/2023

**Regarding: Progressive Services, Inc.
Experience Modification Rating Factor
Risk ID: 914795206
August 1, 2023 – August 1, 2024**

To Whom It May Concern:

The most recent experience rating modification factor produced by NCCI for the current year and the prior four years is as follows:

Effective Date	Rating
8/1/2023	0.62
8/1/2022	0.63
8/1/2021	0.54
8/1/2020	0.56
8/1/2019	0.59

Should there be any questions regarding this information, or additional detail required, please do not hesitate to contact me directly.

Sincerely,

Kelli A. Dickson

Kelli A. Dickson, CIC, CISR
Vice President | Account Executive
Marsh McLennan Agency | St. Louis
Phone: 314-594-2696
Email: Kelli.Dickson@MarshMMA.com



**IFB 23L-1221
Roof and Roofing Systems**

TAB 2g

Tab 2g – Fall hazard training information is placed after Tab 2g.

073961 CR-42 (AZ)
577294 B, C39, 43 (CA)
CCC1330064 (FL)
104015822 (IL)
54577-21 (LA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue Phoenix, AZ 85009
PH: (602) 278-4900 F: (602) 278-6896

19315 - SC (MS)
034331 GS-21 (NM)
22525 C15A (NV)
64609 (TN)
7793745-5501 (UT)

Albuquerque, NM ♦ Clinton, MD ♦ Dallas, TX ♦ Denver, CO ♦ Flagstaff, AZ ♦ Fontana, CA ♦ Houston, TX ♦ Knoxville TN
Missoula, MT ♦ New Orleans, LA ♦ Phoenix, AZ ♦ Portland, OR ♦ Seattle, WA ♦ Salt Lake City, UT ♦ Tucson, AZ

Tab 2g – Fall hazard training information is placed after Tab 2g

Safety is a top priority for Progressive Roofing and all of our employees share the responsibility of maintaining a safe and productive workplace, whether in one of our offices or job sites.

All newly hired employees are required to attend a mandatory training program which covers topics such as:

- Fall protection
- Respirator program
- OSHA regulations
- OSHA inspections
- Personal protective equipment
- Hazardous materials
- Safety meeting/daily checklist
-

There are weekly, monthly, and quarterly meetings with production and service personnel, Safety Specialists and Regional Safety Directors to discuss general and job specific safety.

All employees are OSHA 10 hour certified and all foremen, supervisors and superintendents will have 30 hour OSHA certification.

The Project Manager, foremen and superintendent's input is critical to our overall program. The Project Manager installs site specific safety plans electronically so that all parties involved in the project have access to the information. All projects have daily inspections for safety and these forms are put in the job file and also given to the facility owner.

We also have weekly "tool box" meetings with the field crew going over safety issues, product updates and any new application or technical information.

See attached information from our safety manual



PROGRESSIVE ROOFING



Training , Awareness and Competency

Objectives

- To ensure the competence of personnel to carry out their designated function.
- A Competent employee means adequately qualified, suitably trained and with sufficient experience to safely work without supervision or with only a minimal degree of supervision.

HSE Competency Assurance Process

Competence is a combination of knowledge, understanding and skill, and the appropriate level of competence cannot be acquired simply by attending a training session. Understanding and skill are acquired by experience. For individuals managing HSE hazards and risks experience and training are essential. The following components are to be considered for each worksite's delivery team for competency.

Experience

Level of Knowledge

Capability to Perform

Upon hire with Progressive Roofing every employee will participate in the Competency Assurance Process. This process begins with the selection of personnel and enters a continuous improvement loop that will stay with the employee during their career with Progressive Roofing. AT Progressive Roofing our view of competency assurance involves the continuous assessment of training and development needs against a person's responsibility, abilities and critical activities. Not only will employees gather evidence of competency, they will also participate in a annual appraisal to assess their performance, behaviors and personal development. This process enables the continuous improvement loop that feeds back into training and development activities that ensure competency assurance is an ongoing career cycle process.

1. Job Description identified \iff Candidate Selection and Hiring Process (Reference and Background Check, Physical Assessment) \iff Person Assessed and Hired for Open Position.
2. Experience, Qualifications Assessed for initial Training \iff Initial Induction training Completion Further Training Required? In No \iff Ready for Work \iff On the Job Training Competency Continually Assessed.
3. Annual Performance Appraisal \iff Ready to Promote? \iff Employee Promoted \iff Further Training Required?

Training

Employees who might be exposed to fall hazards shall be trained to enable each employee to recognize the hazards of falling and to know the procedures to follow to minimize these hazards.

The employee will be trained in the use and operation of fall arrest systems, inspections, and maintenance procedures.

Training must be conducted initially and refresher training conducted annually or as needed due to deficiencies in training, changes in the workplace, changes in fall protection systems or procedures that render previous training obsolete or inadequacies in an employee's understanding of previous training.

047565 C-42 (AZ)
073961 L-42 (AZ)
082792 BE (AZ)
577294 B, C39, 43 (CA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue • Phoenix, AZ 85009
(602) 278-4900 • fax (602) 278-6896

54577 (LA)
160660 CCR (MT)
034331 GS-21 (NM)
22525 C-15A (NV)

Albuquerque (505) 341-3800 Dallas (214) 348-7663 Denver (303) 286-8200 Flagstaff (928) 714-0688 Florida (855) 234-9948 California (209) 624-7315 New Orleans (985) 250-9508 Montana (406) 258-7250 Tucson (520) 744-6707 Portland (504) 436-8090 Washington DC (301) 892-1765



PROGRESSIVE ROOFING



Total Safety/Training Representatives: 21

Jonathan Ramos (National Safety Manager) Cell (623)-210-9866 (OSHA 500 Instructor/3M Competent Person Trainer)

The safety department is led by the National Safety Manager with 15 years of experience in the construction industry and has the corporate responsibility in ensuring employee OHS compliance, hazard recognition, training, directing and monitoring the safety program.

Safety Managers

Andrew (Safety Manager) Cell (602) 513-1763 (OSHA 500 Instructor)

The Phoenix, Az location is led by the Safety Manager with 15 years of experience in the construction industry and has a shared responsibility with the safety director in ensuring employee OHS compliance, hazard recognition, training, directing, and monitoring the safety program.

Bryan Chiasson (OSHA 500 Instructor)

The Tucson, Az location is led by the Safety Manager with 15+ years of experience in the construction industry and has a shared responsibility with the safety director in ensuring employee OHS compliance, hazard recognition, training, directing, and monitoring the safety program in multiple branch locations.

Joel Acevedo (OSHA 500 Instructor)

The Tucson, Az location is led by the Safety Manager with 8+ years of experience in the construction industry and has a shared responsibility with the safety director in ensuring employee OHS compliance, hazard recognition, training, directing, and monitoring the safety program in multiple branch locations.

Lee Wallace (OSHA 500 Instructor)

The Nashville, TN location is led by the Safety Manager with 20+ years of experience in the construction industry and has a shared responsibility with the safety director in ensuring employee OHS compliance, hazard recognition, training, directing, and monitoring the safety program in multiple branch locations on the east coast.

Faustino Bravo (OSHA 500 Instructor)

The Dallas, Tx location is led by the Safety Manager with 10+ years of experience in the construction industry and has a shared responsibility with the safety director in ensuring employee OHS compliance, hazard recognition, training, directing, and monitoring the safety program in multiple branch locations in the Texas Region.

Danny Silva: Service Safety Rep (OSHA 500 Instructor)

Current Responsibilities consist with ensuring Progressive Roofing Safety program is being fulfilled on ongoing projects. Duties consist of conducting ongoing production Safety Audits, Fall Hazard Assessment on upcoming projects. Assist on Accident Investigations, Training and etc.

047565 C-42 (AZ)
073961 L-42 (AZ)
082792 BE (AZ)
577294 B, C39, 43 (CA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue • Phoenix, AZ 85009
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54577 (LA)
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034331 GS-21 (NM)
22525 C-15A (NV)

Albuquerque (505) 341-3800 Dallas (214) 348-7663 Denver (303) 286-8200 Flagstaff (928) 714-0688 Florida (855) 234-9948 California (209) 624-7315 New Orleans (985) 250-9508 Montana (406) 258-7250 Tucson (520) 744-6707 Portland (504) 436-6090 Washington DC (301) 892-1765



PROGRESSIVE ROOFING

Safety Coordinators:

Bobby Calles:

Current responsibilities consist of daily dispatch of the installation teams on various projects, conducting project audits and as well as completing upcoming Fall hazard assessments and assist superintendents on job walks.

Steven Knapp:

Current Responsibilities consist with ensuring Progressive Roofing Safety program is being fulfilled on ongoing projects. Duties consist of conducting ongoing production Safety Audits, Fall Hazard Assessment on upcoming projects. Assist on Accident Investigations, Training and etc.

Carl Teeter:

Current Responsibilities consist with ensuring Progressive Roofing Safety program is being fulfilled on ongoing projects. Duties consist of conducting ongoing production Safety Audits, Fall Hazard Assessment on upcoming projects. Assist on Accident Investigations, Training and etc.

Safety Installation Crew:

The safety technicians are responsible for the installation of the following:

1. Scaffolding Towers
2. Guardrails
3. Warning line System.
4. Horizontal life line system.
5. Personal fall arrest systems.

Certificate of Completion

THIS ACKNOWLEDGES THAT

Jonathan Ramos

HAS DILIGENTLY AND WITH MERIT COMPLETED TRAINING IN

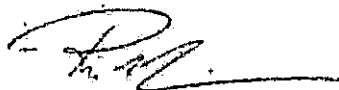
**Trainer Course in Occupational Safety and Health
Standards for Construction Industry**

OSHA COURSE #500 - DATE

2.6 CEU



LISA G. HOGLE, DIRECTOR, OSHA EDUCATION CENTER AT ASU



ROBERT MURPHY, DEPUTY DIRECTOR, DIRECTORATE OF TRAINING AND EDUCATION



OSHA
Training In
Education C

Arizona S
Universi

Fall Protection:

Fall protection is required whenever employees are working on a surface that has an unprotected side or edge that is six (6) feet or more above a lower level. An unprotected edge is one that has a parapet wall that is less than 39 inches in height. The slope of the roof dictates which fall protection system or systems may be used. The fall protection plan is developed by a qualified employee of the Safety Department. All employees must always face the edge of the roof. Unless properly trained and documentation available in roofing applications that require walking backwards, all employees are required to face the edge of the roof while performing any roofing activity. Fall Protection equipment used meets all OSHA requirements. Employees training is documented by Progressive Roofing's safety department and must be re-trained when fall protection systems or equipment changes, when the work place changes, and if any deficiencies are noted in the original training.

A. Low Slope Roofs (*Slope is less than or equal to 4 in 12.*) On low slope roofs, employees shall be protected from falling by guardrail systems, personal fall arrest systems, personal fall restraint system or a combination of warning line system and guardrail system, or warning line system and personal fall arrest system, or warning line system and safety monitoring system. On roofs 50 feet or less in width, the use of a safety monitoring system alone is permitted.

B. Steep Roofs (*Slope is greater than 4 in 12.*) On steep roofs employees shall be protected from falling by guardrail systems with toe boards, or personal fall arrest systems.

WARNING LINE SYSTEM

- a) When mechanical equipment (mechanical equipment meaning all motor or human-propelled, wheeled equipment used for roofing work except wheelbarrows and mop carts) is not being used, the warning line shall be erected no less than six (6) feet from the roof edge.
- b) When mechanical equipment is being used the warning line shall be erected not less than six (6) feet from the roof edge that is parallel to the direction of mechanical equipment operation and not less than ten (10) feet from the roof edge, perpendicular to the direction of the mechanical equipment operation.
- c) Stanchions shall be set no further than 12 feet apart unless approved by the local Safety Director.
- d) Warning lines shall be a height of 39 inches at the highest point and 34 inches at the lowest point, including sag. They shall be flagged at not more than six (6) foot intervals with high visibility material.
- e) All employees working outside the warning line and within six (6) feet of the roof edge must wear a full safety harness with the "O" ring located in the rear. A six (6) foot shock-absorbing lanyard with rollout protection also must be used. This lanyard is to be located between the lifeline and the harness. In cases approved by the Safety Director, work outside the warning line may be performed with a Safety Monitoring System. (See section below.)

SAFETY MONITORING SYSTEM

- a) A competent person monitors the safety of all employees on a roofing or sheet metal crew and warns them when it appears to the monitor that they are unaware of a hazard or are acting in an unsafe manner. The competent person must be on the same roof as, and within visual sighting distance of, the employees and must be close enough to verbally communicate with the employees.
- b) Only used on low slope roofs that are 50 feet or less in width if no other fall prevention system is installed. Can be used on low slope roofs of any width if combined with a warning line system.
- c) No mechanical equipment shall be used with this system.

PARAPET WALL CLAMP-ON GUARDRAIL SYSTEM

- Used on roofs where the parapet wall is less than 39”.
 - Clamp-on posts must be spaced eight (8) feet or less apart.
 - Top rail positions 42” +/-3” high.
 - Mid-rail between the top rail and top of the parapet wall at 21”.
- a) If a section of the railing has to be removed to perform work, lifelines and safety harnesses with six (6) foot lanyards must be used while working in the unprotected area.
 - b) If ¼” steel cable is used at the top and mid-rails, the top cable must be flagged at no more than six (6) foot intervals with a highly visible material.

GUARDRAIL SYSTEMS

- a) Top edge of top rail shall be 42 inches plus or minus 3 inches above the working surface.
- b) Mid-rails are required if there is no wall or parapet wall at least 21 inches higher. When used, mid-rails shall be installed at a height midway between the top edge of the guardrail and the working level.
- c) Guardrail posts shall be spaced at a distance that allows less than 3 inches of deflection of the cable and will support two hundred pounds in an outward or downward direction.
- d) Toe boards shall be a minimum of 3-1/2 inches in vertical heights.
- e) When guardrail systems are used at hoisting areas a chain, gate, or removable guardrail section shall be placed across the access opening between guardrail sections when hoisting operations are not taking place.
- f) When guardrail systems are used at holes or skylights, they shall be erected on all unprotected sides or edges of the hole.
- g) When guardrail systems are used around holes used for ladder access, they shall be provided with a gate or be so offset that a person cannot walk directly into the hole.

- h) Manila, plastic or synthetic rope used for top rails or mid-rails shall be inspected as frequently as necessary to ensure that it continues to meet OSHA strength requirements.

CATCH PLATFORMS

Catch platforms consist of ladder jack scaffolding with guardrails, mid-rails and toe boards or welded tube scaffolding with guardrails, mid-rails and toe boards.

Both of the above scaffolds must have platforms that extend two (2) feet wide or better beyond the eave with no gap.

PERSONAL FALL ARREST SYSTEM

- a) Only full body harness with either shock-absorbing lanyards or lifelines, or a combination thereof, shall be used when required. All snap hooks shall be of the locking variety.
- b) Personal fall arrest systems shall be rigged such that employees can neither free-fall more than six (6) feet or contact any lower level.
- c) Self-retracting lifelines shall automatically limit free-fall distance to two (2) feet or less.

PERSONAL FALL RESTRAINT SYSTEM

- a) The ideal roofing fall protection system when a standard 5000-pound anchor cannot be guaranteed. Provides the roofer the ability to reach the edge but will allow no fall distance at all. Horizontal lifelines shall be designed, installed, and used, under the supervision of a qualified person, as part of a complete personal fall arrest system, which maintains a safety factor of at least two. Protects with ¼" cable for safe continuous fall restraint around the roof edge for roofing removal or installation. Positions for various roof pitches from 0/12 to 4/12.
- b) The fall restraint system is constructed as follows:
 - 1. Steel plate that is 6" x 4" x 1/2".
 - 2. In this steel plate are drilled 6 holes for the attachment of lag bolts or screws.
 - 3. Additionally there is one 5/16" steel chain links welded to the angle iron where the ¼" cable for the cable system is attached.
- c) The fall restraint system is designed for use for a maximum of four employees per fall restraint plate and cable system.
- d) During the installation of this guardrail system, all personnel will utilize a fall restraint system using a horizontal lifeline. This horizontal lifeline includes the use of a full body harnesses, 6 ft. shock-absorbing lanyards tied to proper anchor plates. Anchor plates will be secured through the roofing system into the existing deck approximately 7 feet in from the edge of the roof. The distance between the plates will be no more than 25 feet. A 1/4" cable will then be attached to the plates parallel to the edge of the roof, to establish a horizontal lifeline. Employees will then attach to this lifeline using the above stated 6 foot lanyards. This will allow the employee to reach the edge of the roof but not have the ability to fall at all. A maximum of four employees can utilize

Company Safety Policies and Procedures

this system at any one time. A safety factor of 2 is provided with this system. After the guardrail system is established and has passed a safety inspection, 100% tie off will not be required.

COVERS/DRAIN OPENINGS

OSHA requires any opening greater than 2 inches to be properly protected.

- a) Covers for holes in floors, roofs, and other surfaces shall be capable of supporting, without failure, at least twice the weight of employees, equipment and materials that may be imposed on the cover at any one time.
- b) Covers shall be secured when installed so as to prevent accidental displacement by the wind, equipment or employees.
- c) All covers shall be color-coded or marked with the word "HOLE" or "COVER".
- d) If equipment or materials need to be covered, covers must be applied without climbing on the equipment or material.
- e) All drains must be properly protected at all times. The use of an orange cone or the drain basket is recommended.
- f) All employees must be aware of the location of drain openings at all times.
- g) If a drain must be uncovered for work all employees working in and around the area must be notified of the hazard by the project foreman or a designated representative.

SKYLIGHTS

Skylights shall be protected by either a standard guardrail system or a cover installed in such a way as to resist twice the weight of an employee without deflecting and contacting any portion of the skylight prior to any work being conducted within six feet of the skylight.

MISCELLANEOUS ELEVATED ACTIVITIES

Employees are not allowed to perform any activity that is greater than six (6) feet above the next level without adequate approved fall protection.

ACTIONS IN THE EVENT OF A FALL

If self rescue is not possible, prompt rescue must be achieved. If a member of the crew is a trained competent person rescue commander they can move forward with prompt rescue as they have been trained to anticipate and develop the procedures for the rescue plan. Local emergency services may provide the rescue services if no crew member has been trained.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 2h

Tab 2h – Warranty guarantee information is placed after Tab 2h.

073961 CR-42 (AZ)
577294 B, C39, 43 (CA)
CCC1330064 (FL)
104015822 (IL)
54577- 21 (LA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue Phoenix, AZ 85009
PH: (602) 278-4900 F: (602) 278-6896

19315 - SC (MS)
034331 GS-21 (NM)
22525 C15A (NV)
64609 (TN)
7793745-5501 (UT)

Albuquerque, NM ♦ Clinton, MD ♦ Dallas, TX ♦ Denver, CO ♦ Flagstaff, AZ ♦ Fontana, CA ♦ Houston, TX ♦ Knoxville TN
Missoula, MT ♦ New Orleans, LA ♦ Phoenix, AZ ♦ Portland, OR ♦ Seattle, WA ♦ Salt Lake City, UT ♦ Tucson, AZ

1. **Place after Tab 2h:** Provide minimum warranty guarantee details for each roofing systems your firm is offering. Identify all offered roofing systems that meet or exceed the minimum SFD warranty requirements. Information shall identify each system and the warranty guarantee. If your firm is not a manufacturer, provide evidence from the manufacturer confirming the warranty guarantee for each offered system.

All of the roofing systems we are offering meet or exceed the minimum SFD warranty requirements. Since we are not the manufacturer, attached are letters from manufacturers verifying that we are certified approved applicator for these different systems they provide. In order to receive a manufacturer's warranty on a project the company must be certified. We are certified in all roofing systems and manufacturers.



BUILDING VALUE

August 16, 2023

RE: Progressive Roofing – Phoenix, AZ

To Whom it May Concern:

This letter is to confirm that Progressive Roofing in Phoenix, AZ is a Versico Authorized Applicator. As a Versico Authorized Applicator, Progressive can install Versico systems and offer total system warranties. Progressive has been authorized and in good standing with Versico since 1989.

Please feel free to reach out to me directly with any questions.

Thanks,

A handwritten signature in black ink, appearing to be "JK" with a long horizontal line extending to the right.



Jeff Kelly
National Sales Manager, Corporate Accounts
480-528-6923
Jeff.kelly@versico.com



8/15/2023
0040000397
PROGRESSIVE ROOFING PROGRESSIVE SERVICES INC
23 N 35TH AVE
PHOENIX, AZ 85009-4728

To Whom It May Concern:

Please be advised that PROGRESSIVE ROOFING PROGRESSIVE SERVICES INC is a licensed Elevate applicator in good standing with Holcim.

PROGRESSIVE ROOFING PROGRESSIVE SERVICES INC is authorized with Holcim for:

Licensed Metal Roofing	Effective 4/13/2020
Licensed Metal Roof Coating	Effective 4/9/1987
Licensed Garden Roof	Effective 4/9/1987
Licensed Daylighting	Effective 4/9/1987
Licensed SkyPavers	Effective 4/9/1987
Licensed Asphalt Roofing	Effective 4/9/1987
Licensed EPDM Roofing	Effective 4/9/1987
Licensed Thermoplastic Roofing	Effective 4/9/1987

Holcim is proud to include PROGRESSIVE ROOFING PROGRESSIVE SERVICES INC in our family of approved Elevate applicators.

If I may be of further assistance, please feel free to call my office.

Sincerely,

Michael Huber
Director, Warranty Services



August 15, 2023

PROGRESSIVE SERVICES INC.
23 NORTH 35TH AVENUE
PHOENIX, AZ 85009
US

To Whom It May Concern:

This letter is to confirm that PROGRESSIVE SERVICES INC. in PHOENIX, AZ is a Carlisle Authorized Applicator.

This Applicator has been awarded with the following awards:

ESP 2020, ESP 2018, ESP 2009, FleeceBACK Champions, ESP 2022, Perfection Award 2022,
ESP 2023

If you should have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Josh King". The signature is written in a cursive, slightly slanted style.

Josh King

/ems



August 15, 2023

PROGRESSIVE SERVICES INC
23 NORTH 35TH AVENUE
PHOENIX, AZ 85009

Phone: 1-602-278-4900
Fax: 1-602-278-6896

To Whom It May Concern:

Please be advised that a Johns Manville Approved Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

<u>System</u>	<u>Term</u>
APP;BUR;SBS Asphalt Applied;SBS Heat Welded;SBS Cold Applied;SBS Self Adhered;EPDM;PVC;TPO;CleanBond	all

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program. This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Sincerely,

Guarantee Services

For questions related to this communication, please contact:

Guarantee Services
Johns Manville Roofing Systems
10100 W. Ute Avenue | Mailstop R-15 | Littleton, CO 80127
GSU@jm.com | 800.922.5922 | Fax: 877.403.1747



Sarnafil

BUILDING TRUST



December 13, 2023

Company: PROGRESSIVE ROOFING

Locations: 23 North 35th Avenue · Phoenix, Arizona 85009
4222 West Jeremy Place · Tucson, Arizona 85741
13185 Townsend-Winona Road, Flagstaff, Arizona 86004
624 King Avenue, Morristown, Tennessee 37814
7700 Old Alexandria Ferry Road · Clinton, Maryland 20735

Re: Approved Applicator Status 2023

Project: N/A

To Whom It May Concern:

This letter is to certify that Progressive Roofing is an approved and qualified applicator of Sarnafil roofing and waterproofing systems in good standing. Certified since 1992, Progressive qualifies for all available *Sika Sarnafil* warranties.

Progressive Roofing has earned the status of *Partners Club Elite Applicator*, our highest overall rating relative to quality installations, technical expertise, payment history and integrity.

If you have any questions, please contact our office.

Regards,

Kara Sanders
Sika Corporation · Roofing



Chris Walker
23 N. 35th Ave.
Phoenix, AZ 85009

August 24, 2023

RE: Virginia Community College System NVCC

Dear Chris,

This letter is written to certify that Progressive Roofing is an approved applicator of American Hydrotech's provided pavers, roofing, and waterproofing products. As such, they are authorized to install the specified system(s) on the above-mentioned project. Upon successful installation, completion and submittal of required documentation, the waterproofing membrane supplied by Hydrotech will be eligible for Hydrotech's warranty.

If you have any questions, do not hesitate to contact us.

Sincerely,

AMERICAN HYDROTECH, INC.

Seth Jenkins Technical Services



Tremco Roofing & Building Maintenance
3735 Green Road
Beachwood, OH 44122
US: 800.852.6013
Canada: 800.668.9879
www.tremcoroofing.com

Nancy Ortez
Administrative Assistant
Western Sales Office
O. 909.302.0682
nortez@tremcoinc.com

August 16, 2023

To Whom It May Concern:

Progressive Roofing, 23 N 35th Ave., Phoenix, Arizona, is currently a Certified Tremco Contractor in good standing and has been since June 14, 1993. As such, Progressive Roofing is authorized to install Tremco specified roofing systems in accordance with the Tremco Roofing Contractor Program and Certified Contractor Agreement.

Should you have any questions, please feel free to contact me at 909.302.0682.

Sincerely,
Tremco CPG

Nancy Ortez

Administrative Assistant
Western Sales Office
Tremco CPG, Inc.

cc: Jesse Harness, Tremco CPG, Inc.
Gina Ortiz, Tremco CPG, Inc.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 2-i,j,k

Tab 2i – Type 3; Abatement Worker training certificate(s) is placed after Tab 2i.

Tab 2j – Roof design professional registration is placed after Tab 2j.

Tab 2k – Roof assessor professional registration is placed after Tab 2k.

Not applicable

Tab 3: Pricing Information



**IFB 23L-1221
Roof and Roofing Systems**

TAB 3a

Tab 3a – A PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid.

In addition to the PDF copy of the Summary Sections 1-6 worksheets, the required Excel pricing workbook shall be uploaded to OpenGov Procurement with your bid in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable).

Solicitation Number: **IFB 23L-1221**
 Name of Solicitation: **Roof and Roofing Systems**
 Contract Vendor's Name: **Progressive Services, Inc. dba Progressive Roofing**

Summary Section One: Shipping, Restock and Bond Information

Shipping & Handling Rates: **N/A**
 Shipping & Handling: **N/A**
 Expedited Shipping: **N/A**
 Return Shipping: **N/A**
 Lift Gate Fees/Inside Delivery: **N/A**
 Restock Fees: **N/A**
 Restock Fees Description: **N/A**
 Bond Rates: **Bond rates are a percentage of the total 1.5%**
 Bond Description: **Our surety company wants bond rates apply after sales tax. Bond are usually on projects over \$150,000.00 or as requested by the customer**

Summary Section Two: Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates

Lodging Rates: **Current State Rates**
 Lodging Methodology: **when a project is over 90 miles away from home office**
 M&IE (Meals and Incidental Expenses) Rates: **Current State Rate**
 M&IE (Meals and Incidental Expenses) Methodology: **when a project is over 90 miles away from home office**
 Mileage rates: **N/A**
 Mileage methodology: **N/A**
 Mobilization: **N/A**
 Mobilization Methodology: **N/A**
 Travel/Drive Rates: **N/A**
 Travel/Drive Rates Methodology: **N/A**

Section Three: Fees

Consumable Shop Supplies & Materials: **N/A**
 Delivery/Pickup Fees: **N/A**
 Document Fees: **N/A**
 Dumpster Fees: **N/A**
 Equipment Moving Fees: **N/A**
 Equipment Rental: **On our price list we charge a daily rate. Forklift/lifts - \$650.00/day Crane (up to 80 ft) \$1,900.00/day crane over 81 ft - \$2,500.00/day**
 Permit Fees: **N/A**
 Pcard/Credit Card Payment Processing Fees: **N/A**

Summary Section Four: Service and Labor Rates

Service and Labor Rates:

Replace the text below with a description of each of your service and labor service rates. Replace the "Service or Labor Description" "Labor Description" below with the name of the service or labor rate, including but not limited to Design, Installation, and General Labor. Replace the "Rate" "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if service or labor rates do not apply under an awarded contract.

Type of Labor Rate Service or Labor Description	Normal Hours		Overtime Hours		Weekend/Holiday Hours	
	Rate		Rate		Rate	
roofer	\$ 95.00		\$ 125.00		\$ 125.00	

Summary Section Five: Discount Information

Quick Pay Discount:

Replace this text with a description of your Quick Pay Discount.

Will you offer members a quick pay discount if payment is made within 10 or 20 days?
 Yes ___ No ___

If yes, what is the discount for:
 10 days? ___ 20 days? ___

Discount Information:

Replace the text below with a description of each of your manufacturers, price list or product's discount information. Replace the "Manufacturer, Price List, Products" below with the name of the manufacturer, price list or products. Replace the "Product Type" below with a description of the products provided by that manufacturer or in the price list(s). Include the discount off MSRP, shipping and warranty information for that manufacturer, price list or product. If pricing is not a discount off of MSRP, indicate "Fixed" pricing to replace "Discount". Add additional line items as necessary to describe all of your product lines.

Manufacturer, Price Lists, Products	Type of Products	Discount off MSRP	Shipping	Warranty Period
N/A				Warranty
				Warranty
				Warranty
				Warranty
				Warranty
				Warranty
				Warranty

Summary Section Six: Volume Discount Information

Volume Discount Description:

N/A

Volume Discounts:

Replace the text below with a description of your volume discounts. Replace the "manufacturer" below with the name of the manufacturer. Replace the "volume purchase amount" with the purchase level necessary to qualify. Replace the "additional discount" with the additional discount amount.

Manufacturer	Amount of Purchase Required	Additional Discount	Volume Discount Description
N/A			

Tab 4: Supporting Contract Documents



**IFB 23L-1221
Roof and Roofing Systems**

TAB 4a

Tab 4a – Completed Firm Information, Order Processing, Individual Contact Information, and Customer Support Information for warranty and maintenance service is placed after Tab 4a.

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

1. Contact information for firm's headquarters:

Physical Address 23 N. 35th Avenue, Phoenix, AZ 85009

Mail Address, if different _____

Main Phone Number 602-278-4900

Website www.progressiveroofing.us

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

Physical Address everything is handled through the Headquarters

Mail Address, if different _____

Main Phone Number _____

Website, if different _____

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

3. Contact information for purchase orders:

Physical Address 23 N. 35th Avenue, Phoenix, AZ 85009

Email Address alice.hunt@progressiveus.com

Attention of Alice Hunt

4. Payment remittance address 23 N. 35th Avenue, Phoenix, AZ 85009

Attn: Ava Shaffer

City Phoenix State AZ Zip 85009

Telephone (invoice questions) 602-278-4900

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-202721-V

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

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is 8.6% (local rate).

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

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

6. Contacts for Mohave:

Main Mohave representative contact: Mark Farrell
(Shall be the main point of contact for members and be responsible for member information requests.)

Title President Email address mark.farrell@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

Contract Administrator contact: Alice Hunt
(Shall be the main point of contact for contract information requests.)

Title Contract Administrator Email address alice.hunt@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

Accounting contact: Ava Shaffer
(Shall be the main point of contact for accounting issues.)

Title Accounting Manager Email address ava.shaffer@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

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

Title Contract Administrator Email address alice.hunt@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

Audit contact: Alice Hunt
(Shall be the main point of contact for audit requests and clarifications.)

Title Contract Administrator Email address alice.hunt@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

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

Title Contract Administrator Email address alice.hunt@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

Escalation contact: Mark Farrell
(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the IFB/contract. This contact shall be a different individual than those named for the contacts listed above and who is authorized to make decisions for the firm.)

Title President Email address mark.farrell@progressiveus.com
Phone number 602-278-4900 Fax 602-278-6896

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

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

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

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

No, the following is not applicable to our bid.

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

Once the project is complete, the manufacturers representative inspects the roof, on passing the inspection the manufacturer issues us the warranty. We when package the warranty from the manufacturer and our contractor 2 or 5 year warranty with a maintenance manual for that roofing system.

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

Chris Walker- 602-278-4900 23 N. 35th Ave., Phoenix, AZ (Headquarters)

Juan Vega 602-750-1298 13195.Townsend-Winona Rd., Flagstaff, AZ

Mike Galeski 520-744-6707 4222 W. Jeremy PL., Tucson, AZ

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

602-278-4900

How many service crews are available that would serve a Mohave contract?
20 service crews in Arizona

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?
for emergency work within 24 hours for all offices



**IFB 23L-1221
Roof and Roofing Systems**

TAB 4b

Tab 4b – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

NOT APPLICABLE

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

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

Yes No

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

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language (Entire agreement language may be allowed, if the following is included in a revised agreement "Terms and Conditions of IFB 23L-1221, and member purchase order");
- o Auto-renewal language.

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

Tab 5: Additional Information



PROGRESSIVE ROOFING

MEMBER
NATIONAL
ROOFING
CONTRACTORS
ASSOCIATIONS

**IFB 23L-1221
Roof and Roofing Systems**

TAB 5a

Tab 5a – Completed *Instructions To Bidder and Checklist Form* is placed after Tab 5a.

073961 CR-42 (AZ)
577294 B, C39, 43 (CA)
CCC1330064 (FL)
104015822 (IL)
54577- 21 (LA)

PROGRESSIVE SERVICES, INC. D.B.A. PROGRESSIVE ROOFING

23 N. 35th Avenue Phoenix, AZ 85009
PH: (602) 278-4900 F: (602) 278-6896

19315 - SC (MS)
034331 GS-21 (NM)
22525 C15A (NV)
64609 (TN)
7793745-5501 (UT)

Albuquerque, NM ♦ Clinton, MD ♦ Dallas, TX ♦ Denver, CO ♦ Flagstaff, AZ ♦ Fontana, CA ♦ Houston, TX ♦ Knoxville TN
Missoula, MT ♦ New Orleans, LA ♦ Phoenix, AZ ♦ Portland, OR ♦ Seattle, WA ♦ Salt Lake City, UT ♦ Tucson, AZ

Instructions to Bidder and Checklist Form
(Place after Tab 5a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification, or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions, or submit questions via OpenGov Procurement.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response in the proper place. **All of the items listed below are required.** Initial next to each item to indicate completion.

MF **Step ONE:** Read and understand the document. Your firm is responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

MF **Step TWO:** The electronic response of your bid, in the format detailed below, shall be submitted via OpenGov Procurement. Submittal shall include all requested information, completed forms, pricing workbooks and schedules with appropriate signatures. Please submit your bid as a single searchable PDF document, and pricing to be submitted as requested in the IFB. Requested forms may be filled out by hand; however, writing shall be legible.

MF **Step THREE:** The required pricing table located on OpenGov Procurement shall be completed.

MF **Step FOUR:** Bid shall be organized and presented in the order as specified below, with separate tabs and sub-tabs (e.g., 1a, 1b).

MF **Step FIVE:** Confirm that the bid is complete and signed on page 2 by an authorized representative.

MF **Step SIX:** Keep a complete copy of your bid for your records.

MF **Step SEVEN:** Bid shall be submitted electronically on, or prior to, the exact time and date set for bid opening.

Tab and Sub-tab Arrangement:

Tab 1: Bid and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Bid Bond, Bonding Capacity, Anti-Lobbying Certificate, USDA Form AD-1048

- MF **Tab 1a** – The required signed *Bid and Acceptance Form* is placed after Tab 1a.
Failure to sign the Bid and Acceptance Form shall render bid non-responsive.
- MF A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.
- N/A A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.
- MF **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.
- MF **Tab 1c** – A complete copy of the General Terms and Conditions and Standard Terms and Conditions for Construction is placed after Tab 1c.
- MF A completed copy of the *General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions and the Standard Terms and Conditions for Construction are noted and explained.
- MF **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.
- MF A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions to the Special Terms and Conditions are noted and explained.
- MF **Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.
- MF A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.
- MF A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work and Specifications are noted and explained.
- MF **Tab 1f** – A copy of the original executed bid/bond/alternative bid security (as detailed in the Special Terms and Conditions) in the amount of \$100,000 is to be placed after Tab 1f.

Instructions to Bidder and Checklist Form
(Place after Tab 5a)

MF The original bid bond/alternate bid security (as detailed in the Special Terms and Conditions 2.1. Bid Bond) in the amount of \$100,000 is to be mailed to Mohave Educational Services Cooperative, Inc., 211 N 7th St, Kingman Arizona 86401 in a sealed envelope with IFB 23L-1221, offeror's name, mailing address, and IFB's due date and time clearly indicated on the envelope or package. **The bid bond/alternative bid security shall be sent to Mohave's Kingman office by United States Postal Service Regular Mail.** The original bid bond/alternate bid security shall be delivered, or a documented attempt of delivery by carrier, by the IFB's due date and time.

Failure to submit the original bid bond/alternate bid security may render your bid non-responsive.

MF Your current single job and aggregate bonding capacity information (see **Special Terms and Conditions 2.2 Bonding Capacity**) as required is placed after Tab 1f.

MF **Tab 1g** – A completed copy of the *Anti-Lobbying Certificate Form* is placed after Tab 1g.

MF A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* is placed after Tab 1g.

MF **Tab 1h** – A completed copy of *U.S. Department of Agriculture Form AD-1048* is placed after Tab 1h.

N/A Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after Tab 1h.

MF **Tab 1i** – A completed copy of the *EDGAR Certification* is placed after Tab 1i.

Failure to complete and submit the Anti-Lobbying Certificate (Tab 1g), USDA Form AD-1048 (Tab 1h), and the EDGAR Certification (Tab 1i) shall render your bid non-responsive.

Tab 2: Primary Vendor Information

MF **Tab 2a** – A complete response to the Method of Approach pages is placed after Tab 2a.

MF **Tab 2b** – A complete response to the Qualification and Experience pages is placed after Tab 2b.

MF Evidence of current Arizona contractor's license(s) is placed after Tab 2b.

MF **Tab 2c** – A current certificate or certificates of insurance (see **Special Terms and Conditions 6.1 Certificate of Insurance**) is placed after Tab 2c.

MF **Tab 2d** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2d.

MF **Tab 2e** – Monitoring of quality of work description is placed after Tab 2e.

MF **Tab 2f** – Worker's Compensation Experience Modification Rate (EMR) is placed after Tab 2f.

MF **Tab 2g** – Fall hazard training information is placed after Tab 2g.

MF **Tab 2h** – Warranty guarantee information is placed after Tab 2h.

N/A **Tab 2i** – Type 3; Abatement Worker training certificate(s) is placed after Tab 2i.

N/A **Tab 2j** – Roof design professional registration is placed after Tab 2j.

N/A **Tab 2k** – Roof assessor professional registration is placed after Tab 2k.

Tab 3: Pricing Information

MF **Tab 3a** – A PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid.

MF In addition to the PDF copy of the Summary Sections 1-6 worksheets, the required Excel pricing workbook shall be uploaded to OpenGov Procurement with your bid in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable).

Instructions to Bidder and Checklist Form
(Place after Tab 5a)

Tab 4: Supporting Contract Documents

MF **Tab 4a** – Completed Firm Information, Order Processing, Individual Contact Information, and Customer Support Information for warranty and maintenance service is placed after Tab 4a.

N/A **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

Tab 5: Additional Information

MF **Tab 5a** – Completed *Instructions To Bidder and Checklist Form* is placed after Tab 5a.

MF **Tab 5b** – Descriptive literature, and any other supporting documents are placed after Tab 5b.



**IFB 23L-1221
Roof and Roofing Systems**

TAB 5b

Tab 5b – Descriptive literature, and any other supporting documents are placed after Tab 5b.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PROGRESSIVE SERVICES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$200,000 annually or \$1,000,000 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 Cooperative purchasing agreement contract No. 23L-PRO-0419, for Roof and Roofing Systems on as needed basis.