

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GENERAL ACRYLICS, LLC, DBA GA SPORTS CONSTRUCTION
FOR
SPORTS COURTS INSTALLATION, MAINTENANCE, AND SERVICES - INTERIOR AND
EXTERIOR, EXCLUDING WOOD FLOORING**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation (“City”), and General Acrylics, LLC, dba GA Sports Construction, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On February 3, 2026, General Acrylics, LLC., dba GA Sports Construction, a member of the Mohave Educational Services Cooperative Purchasing consortium, entered into a contract with Contractor to purchase the goods and services described in the Sports Courts Installation, Maintenance, and Services, - Interior and Exterior, Excluding Wood Flooring, Contract No. 25L-GAI3-0203, from IFB 25L-0925, (“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 Finance Director 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 Finance Director 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 February 3, 2026, until the date the contract terminates on February 2, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond February 2, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until February 2, 2027.

- B. The City may extend the term of this Agreement for four (4) additional one-year terms 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 seven hundred and fifty thousand dollars (\$750,000) 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 Heidi Barriga, Deputy Director
 5959 W. Brown Street, 2nd Floor
 Glendale, AZ 85302

and

Matt Miller, General Manager
 General Acrylics, LLC, dba GA Sports Construction
 22222 N. 22nd Avenue
 Phoenix, AZ 85027
 matthew.miller@gasports.com
 P: (602) 569-9377 : Cell: (623) 512-0035

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

“City”

“Contractor”

City of Glendale, an Arizona
 municipal corporation

General Acrylics, LLC, dba GA Sports Construction,
 a Delaware limited liability company

By: _____
 Patrick S. Banger
 City Manager

By:  _____
 Name: Mr. Matthew Miller
 Title: General Manager

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
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SPORTS COURTS INSTALLATION, MAINTENANCE, AND SERVICES - INTERIOR AND
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**EXHIBIT A
AWARD LETTER
CONTRACT AMENDMENT
MOHAVE COOPERATIVE CONTRACT NO. 25L-GAI3-0203:
BIDDER'S RESPONSE TO IFB 25L-0925**

EXHIBIT A



Award Documents

25L-GAI3-0203

General Acrylics, LLC dba GA Sports Construction

25L-GAI3-0203 Award Letter.....	2
25L-GAI3-0203 Offer and Acceptance Form	5
25L-0925 Signed Award Recommendation	6
25L-0925 Evaluator Agreements	10
25L-GAI3-0203 Federal and State Excluded Parties Documents	12

Click section title to be taken directly to that section.

4/5/18 EH



NOTIFICATION OF AWARD LETTER

December 4, 2025

Sent this day via email to jonnie.deremo@gasports.com

Jonnie Deremo, President
General Acrylics LLC dba GA Sports Construction
22222 N. 22nd Ave.
Phoenix, AZ 85027

Congratulations, General Acrylics LLC dba GA Sports Construction 's response has been awarded a contract under IFB 25L-0925. Attached is a copy of the Mohave signed *Bid and Acceptance Form*. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to General Acrylics LLC dba GA Sports Construction. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive an "MESC Reviewed" purchase order.

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

The procurement file for IFB 25L-0925 was made available for public inspection on November 18, 2025.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, contact information, or other information about your contract. Email back any changes as soon as possible to melissa@mesc.org.

Your contract number is 25L-GAI3-0203 and will take effect on February 3, 2026.

If you have any questions regarding your new contract, please call me at (520) 888-9357. We look forward to working with you and your company in the future.

Melissa Jimenez, CPPB
Contract Specialist

NOTES ON AWARD FOR: General Acrylics LLC dba GA Sports Construction

Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute and cannot be changed by Mohave. Members can go to (<https://mesc.org/plist/>) to assist in meeting this due diligence responsibility.

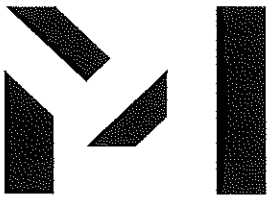
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #25L-GAI3-0203.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing limited to a single member are not acceptable.
 - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- Mandy Prestine will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Mandy Prestine – mandy@mesc.org after the contract effective date of February 3, 2026. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is General Acrylics LLC dba GA Sports Construction
 2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to General Acrylics LLC dba GA Sports Construction
 3. General Acrylics LLC dba GA Sports Construction provides product/services.
 4. General Acrylics LLC dba GA Sports Construction invoices member.
 5. Member pays General Acrylics LLC dba GA Sports Construction
 6. General Acrylics LLC dba GA Sports Construction sends Usage and Reconciliation Report to Mohave.
 7. General Acrylics LLC dba GA Sports Construction remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.
- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 10th of each month. **Mohave's Contract Compliance Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report, based on reports provided under contract 20N-GAI3-0202, and information on submitting administration fee payments. They will also**

NOTES ON AWARD FOR: General Acrylics LLC dba GA Sports Construction

provide information and assist you in understanding what is required when submitting your reconciliation report.

- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all 20N-GAI3-0202 purchases are closed:
 - Line item purchase orders that remain open under 20N-GAI3-0202 should be reported on 20N-GAI3-0202 reconciliation reports until completion of the project.
 - Blanket purchase order invoices with a ship date prior to, or on February 2, 2026, should be reported on the 20N-GAI3-0202 reconciliation report.
 - New purchase orders issued under the 25L-GAI3-0203 contract should be reported under 25L-GAI3-0203 reconciliation reports.
 - Blanket purchase order invoices with a ship date after February 2, 2026, should be reported on the 25L-GAI3-0203 reconciliation reports.
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to February 3, 2026. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before February 3, 2026. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until February 3, 2026, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to February 3, 2026, **is a violation of the contract.** Please ensure that your staff is aware of the effective date February 3, 2026, in order to avoid contract confusion.
- Mohave will be offering a contract overview introduction for your newly awarded contract. This meeting is called "Contract Kick-off" and takes approximately 30-45 minutes. The meeting will be teleconferenced. All staff that provides support for the Mohave contract should be included in this meeting. **Please provide some preferred dates and times for the teleconference meeting to Mandy Prestine – mandy@mesc.org no later than January 5, 2026.**
- Your current Mohave website log in information does not meet our requirements as noted below. We are requesting new log in credentials, username and password, as follows:

NOTE: Username may not be an email address, or a personnel name. **NOTE:** Passwords may contain numbers, letters both upper and lower case, and these symbols: (e.g., % # ^ !(@ * \$) & , . -) NO SPACES ARE ALLOWED. Passwords must have a minimum of 12 characters and must include at least one upper case, number, and symbol. ***Nonconforming usernames or passwords will be revised to meet listed criteria. Email this information to melissa@mesc.org no later than January 5, 2026.***
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to melissa@mesc.org no later than January 5, 2026.**
- In pricing workbook, *Summary Section Two: Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates*, section *Mobilization*, you stated "Mobilization rates will apply to projects located outside a 60-mile radius of General Acrylics location (Phoenix)". **Provide mobilization rates or clarification of what the mobilization rates consist of in the electronic pricing workbook *gai3 discount summary and pricing 020326.xlsx*. Email this information to melissa@mesc.org no later than January 5, 2026.**
- Review and sign Notice of Modification of Contract for Special Term and Condition Onsite Contract Vendor Responsibilities. **Email this information to melissa@mesc.org no later than December 18, 2025.**
- **Confirm that your firm can meet this deadline or provide us with a revised projected timeline. Email this information to melissa@mesc.org no later than December 11, 2025.**



**MOHAVE
COOPERATIVE**

Date: November 18, 2025

To: Lari Staples, CPPO, Executive Director

Through: Michael S. Carter, CPPB, NIGP-CPP, Contracts Manager

From: Melissa Jimenez, CPPB, Contract Specialist

Subject: Award Recommendation for IFB 25L-0925, Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring

On September 25, 2025, Mohave received two responses to IFB 25L-0925. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsive and responsible bidder(s). Market basket pricing was used to develop a ranking from lowest to highest price for the bids determined to be responsive and responsible. The market basket pricing was reviewed against the submitted price lists to verify accuracy of the market basket pricing for both bidders.

General Acrylics, LLC dba GA Sports Construction and VP Construction Services, LLC dba Sport Lines were determined to be responsive and responsible. They provided the following required information:

- Bid security of \$100,000
- Evidence of required licenses
- Evidence of required bonding capacity
- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered

The evaluation committee determined a single award was not advantageous for Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at sports courts installation, maintenance, and services for interior and exterior projects. No single bidder demonstrated the ability to effectively and efficiently meet all our members' needs for sports courts projects.

Award is recommended to the least number of bidders determined necessary to meet the members' requirements. The criteria for selecting bidders for multiple contracts is based upon considerations for members' experience with existing sports courts products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

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

**IFB 25L-0925
Sports Courts Installation, Maintenance, and Services – Interior and Exterior,
Excluding Wood Flooring**

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance within the solicitation and any amendment(s) issued prior to the solicitation opening. Bidder further agrees to furnish materials and/or services in compliance with all specified requirements, issued amendment(s), and any accepted exceptions/deviations noted by bidder in the solicitation.

Federal Employer Identification Number 86-0261915

Company Name General Acrylics LLC dba GA Sports Construction

Address 22222 N. 22nd Ave. City Phoenix State AZ Zip 85027

Telephone Number 602-569-9377

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



Signature  PRESIDENT
Signature of Person Authorized to Sign Bid

Printed Name Jonnie Deremo

Title President

Primary Email jonnie.deremo@GAsports.com Alternate email _____

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address.

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

Acceptance of Bid and Contract Award (Mohave Only)

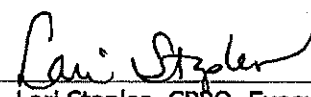
Your Bid is Hereby Accepted:

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

This contract shall be referred to as Contract Number 25L-GAI3-0203

Awarded this 18th day of November 2025.

This contract shall be effective the 3rd day of February 2026.


Lari Staples, CPPO, Executive Director
Mohave Educational Services Cooperative, Inc.

IFB 25L-0925 Award Recommendation

Awards are recommended to the responsible and responsive bidders with the lowest cost, based upon the market basket pricing referenced above. Market basket pricing from the responsible and responsive bidders follows:

Market Basket Comparison		
	General Acrylics, LLC dba GA Sports Construction	VP Construction Services LLC dba Sport Lines
Job Description:	Market Basket #1	
Complete Tennis Court Resurfacing for Six Tennis Courts.	\$38,658.90	\$49,280.00
	Market Basket #2	
Complete Court Resurfacing for Two Basketball Courts.	\$11,704.32	\$14,729.00
	Market Basket #3	
Complete Tennis Court Resurfacing and Reconfiguration to Four Pickleball Courts.	\$20,035.28	\$24,675.12
	Market Basket #4	
Two New Tennis Courts Includes Only Concrete Slab, Surface System, and Accessories (does not include labor, travel, engineering, bonding, or permits). Location: Kayenta, AZ	\$305,711.64	\$279,808.96
	Market Basket #5	
Two New Tennis Courts Includes Only Concrete Slab, Surface System, and Accessories (does not include labor, travel, engineering, bonding, or permits). Location: Lake Havasu, AZ	\$284,711.64	\$279,808.96
Note: Locations were specified for Market Baskets #4 and #5 because concrete slab pricing varies by zone (project location)		
Legend	Lowest	Second Lowest

Pricing was determined to be fair and reasonable through review of past awarded contracts and Producer Price Index (PPI) data for related commodities and industry segments.

Details for the recommended awards are as follows (listed in alphabetical order):

- General Acrylics, LLC dba GA Sports Construction was the lowest bidder in three of the five market baskets. They provide a full scope of work and have a large base of members in Arizona. General Acrylics, LLC dba GA Sports Construction offers a quick pay discount, and their current bonding capacity is \$15,000,000.
- VP Construction Services, LLC dba Sport Lines was the lowest bidder in two of the five market baskets. They provide a full scope of work and statewide services for indoor and outdoor sports courts to include new installation, resurfacing, and maintenance. VP Construction Services, LLC dba Sport Lines offers a quick pay discount, and their current bonding capacity is \$1,000,000.

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

The current contract under IFB 20N-1112 expires on February 2, 2026. It is recommended the awards under IFB 25L-0925 take effect on February 3, 2026.

It is the recommendation of the evaluation committee that contracts be awarded to General Acrylics, LLC dba GA Sports Construction and VP Construction Services, LLC dba Sport Lines for Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring.

IFB 25L-0925 Award Recommendation

Approval of the #25L-0925 award as recommended:

Signature: *Michael S. Carter, CPPB, NIGP CPP*
Michael S. Carter, CPPB, NIGP-CPP
Contracts Manager

Date: November 18, 2025

Signature: *Lari Staples*
Lari Staples, CPPO
Executive Director

Date: November 18, 2025

IFB 25L-0925 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Melissa Jimenez, CPPB, Contract Specialist EMPLOYER MESC

ADDRESS 211 N 7th St. Kingman, AZ PHONE 520-888-9357

Working with the following Mohave Contract Specialist: Melissa Jimenez, CPPB

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

MJ I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The IFB evaluation criteria is as follows:

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

Responsible bidder: A responsible bidder is a firm or person 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.

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.

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

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

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

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

MJ (Yes) (No)

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

New Evaluator

MJ Returning Evaluator

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

Business Interest

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

MJ No Yes Please describe below (attach sheet if necessary):

Liability

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

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

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

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

Signature Melissa Jimenez Date 10/20/25

Signature by Mohave: Lawi Styer

IFB 25L-0925 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Chris Mauser, Contract Compliance Specialist EMPLOYER Mohave Cooperative
ADDRESS 211 N. 7th PHONE 928-753-6945

Working with the following Mohave Contract Specialist: Melissa Jimenez

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

CPM I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The IFB evaluation criteria is as follows:

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

Responsible bidder: A responsible bidder is a firm or person 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.

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.

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

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

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

CPM (Yes) (No)

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

New Evaluator

CPM Returning Evaluator

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

Business Interest

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

CPM No Yes Please describe below (attach sheet if necessary):

Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:
1. Intentionally or knowingly violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 6 FELONY.
2. Recklessly or negligently violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 1 MISDEMEANOR.

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

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

Signature Chris Mauser Date 10/20/25

Signature by Mohave: Levi Stripling

Entity Information Search Results

0 Total Results

Filter by:

Keyword (ALL)

"General Acrylics LLC dba GA Sports Construction"

Status

Active

Debarred and Suspended Firms

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- [Procurement Compliance Reviews](#)
- Debarred and Suspended Firms**
- [Compliance Hotline](#)
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Debarred and Suspended Firms

SPO is responsible for maintaining a list of firms that are suspended or debarred from doing business with the State of Arizona.

THERE ARE NO SUSPENDED OR DEBARRED FIRMS AT THIS TIME.

Mileage rates:	General Acrylics agrees to use the "Current State Rate" per mile, per vehicle traveling to and from projects located outside a 60 mile radius of General Acrylics location (Phoenix). We will conform to the State rates during the term of this contract and will adjust to the Current rates as they change.
Mileage methodology:	M&IE will apply when projects fall outside the 60 mile radius of General Acrylics location (Phoenix). See rate above
Mobilization:	Mobilization rates will apply to projects located outside a 60 mile radius of General Acrylics location (Phoenix). Mileage rates will be charged per vehicle, per mile to and from projects. Travel/driver rates will be charged per man, per hour traveling to and from projects. Lodging, M&IE will be charged per man per day and or night on projects.
Mobilization Methodology:	Mileage rates will be charged per vehicle, per mile to and from projects. Travel/driver rates will be charged per man, per hour traveling to and from projects. Lodging, M&IE will be charged per man per day and or night on projects.
Travel/Drive Rates:	Travel/Drive rates will be per Man, Per Hour, for time spent driving to and from projects located outside a 60 mile radius of General Acrylics location (Phoenix). Overtime rates & Holiday rates apply only as needed. See Price sheet for pricing per Labor category
Travel/Drive Rates Methodology:	See above for methods and details.
Summary Section Three: Fees	
Consumable Shop Supplies & Materials:	N/A
Delivery/Pickup Fees:	All Delivery/Pickup fees are described on the pricing sheet (EQUIPMENT: EXCAVATION, DEMOLITION, RENTAL EQUIPMENT, RENTAL FENCING, DUMPSTERS, AND DISPOSAL FEES)
Document Fees:	N/A
Dumpster Fees:	See pricing sheet for dumpster fees.
Equipment Moving Fees:	All Equipment Moving Fees are described on the pricing sheet (EQUIPMENT: EXCAVATION, DEMOLITION, RENTAL EQUIPMENT, RENTAL FENCING, DUMPSTERS, AND DISPOSAL FEES) 4 hour Minimum will apply to all of the listed equipment
Equipment Rental	All Rental Equipment and Fencing fees are described on the pricing sheet (EQUIPMENT: EXCAVATION, DEMOLITION, RENTAL EQUIPMENT, RENTAL FENCING, DUMPSTERS, AND DISPOSAL FEES)
Permit Fees:	Permit Fees, if required will be added as a "pass-thru cost".
Pcard/Credit Card Payment Processing Fees:	General Acrylics will except payment by Pcard and or Credit Card with NO processing fees, however if these cards are used for payment the "Quick pay discount" will not be honored.

Solicitation Number:
Name of Solicitation:

25L-0925
Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring

Contract Vendor's Name:

General Acrylics, LLC - DBA GA Sports Construction

Summary Section One: Shipping, Restock, and Bond Information

Shipping & Handling Rates:

Shipping is included in construction line items within a 60 mile radius of General Acrylics (Phoenix) location, except as noted on Pricing sheet. Any Items that require shipping will be PP&A, at flat rate added, with no markup.

Shipping & Handling Methodology:

Any Items that require shipping will be PP&A, at flat rate added, with no markup.

Expedited Shipping:

If a Customer requests expedited Shipping it will be PP&A, at a flat rate added, with no markup

Return Shipping:

The customer will be responsible for return shipping charges when they apply. These fees will be a flat rate based on the cost for shipping only. If a customer needs to return an unneeded item, they simply call, we obtain a shipping price, inform the customer of such price and deduct it from the price of the item being returned when invoicing the customer.

Lift Gate Fees/Inside Delivery:

Any Lift gate fees will be included in the shipping fees and they too will be at a flat rate with no mark up.

Restock Fees:

Restocking fees do not apply to most of our products, except court equipment items. Restocking fee's will only apply to special order items and these will have a restocking fee of 5%.

Restock Fees Description:

No items may be returned after 7 days of the delivery date. No opened paint, patching, or other court repair items qualify for return. No special made to measurement items qualify for return. No items that have been used qualify for return.

Bond Rates:

Bond rates are based on a percentage of the sale as follows: 1.5% on first \$100,000 and 1% on balance over \$100,000

Bond Description:

Bond rates will apply to projects that are at or over the State bonding threshold, or when Owner requests. Bond rates are based on a percentage of the sale as follows: 1.5% on first \$100,000 and 1% on balance over \$100,000 and are applied after sales tax is applied. Surety companies require the total contract includins sales taxes be bonded.

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

Lodging Rates:

General Acrylics agrees to use the "Current State Rates" for lodging on projects located outside a 60 mile radius of General Acrylics location (Phoenix).

Lodging Methodology:

Lodging rates will apply to projects located outside a 60 mile radius of General Acrylics location (Phoenix)

M&IE (Meals and Incidental Expenses) Rates:

General Acrylics M&IE will be charged at the "Current State Rate" per day, per person working on projects outside a 60 mile radius of General Acrylics location (Phoenix).

M&IE (Meals and Incidental Expenses) Methodology:

Lodging rates will apply to projects located outside a 60 mile radius of General Acrylics location (Phoenix)

Summary Section Six: Volume Discount Information

Volume Discount Description Provide a description as to how your volume discount (if offered) will be managed under an awarded contract. Provide a single volume discount or any volume discounts specific to the manufacturer, purchase volume, or product types below. Please do not include any promotional or time-sensitive discounting.

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
General Acrylics, LLC	If a Member has one or multiple PO/ Contracts committed to purchasing/begin work the same time meeting/exceeding \$750,000 for New Concrete Court Construction or Re-construction it will qualify for discount (Before Taxes & Bonds). NOTE: If Change Orders, which not specifically related to the original project, that are issued afterwards that push the total over \$750,000 it will NOT make the total qualify for discounts.	2%	

Section Seven: Annual Maintenance Information

Annual Maintenance Information: Replace the text below with a description of your annual maintenance program. Replace the "Annual Maintenance Description" below with a description of the maintenance program. Replace the "Annual Maintenance Cost" with the cost of the Maintenance.

Annual Maintenance Description	Annual Maintenance Cost
Please see a full Description of our Court Maintenance program under Tab 5B	See Pricing sheets

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: Consulting, Design, Installation, Programming, Training, General Labor, Network Engineer, Lead Technician, Service Technician I. 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 to not apply under an awarded contract.

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
Engineer			
Architect			
Design			
CAD Drawings			
Consulting			
General Labor (for any labor only services)			

PLEASE SEE ALL LABOR, ENGINEERING AND DESIGN RATES POSTED ON THE PRICING SHEET

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:
 20 days = 2%

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
All Douglas, Ball Fabrics, First Team, and Volleyball Usa Products, listed under the "ADDITIONAL ITEMS" heading Are discounted off of Manufacturers printed MSRP pricing.	Athletic Equipment and Supplies	6% To 10% off MSRP	Any Items that require shipping will be PP&A, at flat rate added, with no markup.	Warranties vary per product. All products will carry manufactures warranties
	Construction & Maintenance services	See pricing sheet	Included as applicable	Warranties vary on service provided, see our specifications
	Construction Materials listed under the "ADDITIONAL ITEMS" header per the Pricing Sheet Court Lighting equipment	See pricing sheet See pricing sheet	Plus Freight Included	Warranties vary per product Manufacturers Warranty
For any other item or Service not listed above please refer to the Pricing sheet for discounted pricing.	LSI Court lighting			

REFER TO PRICING SHEET FOR ALL PRICING & DISCOUNT RATES



25L-GAI3-0203

Contract Amendments



Extensions & Amendments

25L-GAI3-0203

General Acrylics, LLC dba GA Sports Construction

First year contract. No extensions issued to date.

25L-GAI3-0203 Contract Amendments 2

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

Click section title to be taken directly to that section.



Mohave Contract:
25L-GAI3-0203

General Acrylics, LLC dba GA Sports
Construction
Via Email

December 4, 2025

Notice of Modification of Contract for Special Term and Condition Onsite Contract Vendor Responsibilities

This notice is to inform you that a modification has been issued to your existing contract regarding an updated Special Term and Condition. This change is being implemented to address identified risks and to ensure that all contracted activities continue to be performed in a manner that safeguards personnel, property, and operations. Please review the revised language carefully, as it may affect current safety procedures or compliance responsibilities. Mohave appreciates your prompt attention to this update and your continued commitment to maintaining a safe working environment.

Onsite Contract Vendor Responsibilities: *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.*

Prior to performing any services at member site, contract vendor shall contact member regarding their safety and security procedures and requirements for contract vendor's personnel and their subcontractors. As required by the member, all contract vendor personnel and their subcontractors shall be responsible for full compliance with member's safety and security procedures and requirements.

Member may also require contract vendor to provide their personnel and subcontractors with proper identification displaying both the firm name and employee name. Identification must be worn and remain visible at all times while performing onsite services. These requirements apply at all times, including site visits, project evaluations, and performance of work.

While on any member facility, all contract vendor personnel and their subcontractors shall respond appropriately to all emergency announcements. There are no differentiations between drills and actual emergencies; all announcements shall be treated as a real emergency. Contract vendor shall provide all personnel and their subcontractors performing onsite services training on the safety and security procedures, requirements, and a copy of the member's evacuation map and/or secure location in the event of an emergency.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to member's responsible staff or its administration. 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 member's responsible staff or administration. 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 member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

*Notice of Modification of Contract for Special Term and Condition
Onsite Contract Vendor Responsibilities (Cont'd)*

By signing below, the Authorized Representative of General Acrylics, LLC dba GA Sports Construction, certifies they have reviewed the above modified contract language.

Failure to sign and return this modification by close of business on December 18, 2025, may result in your contract being placed on hold until a signed Contract Modification is received. Modification takes effect on January 5, 2026.

Jonnie Deremo Dated: _____
Jonnie Deremo, President
General Acrylics, LLC dba GA Sports Construction

Lari Staples
Dated: December 4, 2025
Lari Staples, Executive Director
Mohave Educational Services Cooperative, Inc



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 General Acrylics, LLC
 dba GA Sports Construction
 Response to IFB 25L-0925

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Tab 1B - Amendments No Amendments were issued for this IFB.

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 (See document 5. 25LGAI30203 Extensions and Amendments for renewals.)

Tab 2D - Financial Information All financial information is kept confidential and has been removed.

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Tab 5 - Additional Information Please call Mohave for information.

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



GA sports.com 602-569-9377
TENNIS COURTS // RUNNING TRACKS // SYNTHETIC TURF
LICENSED // BONDED

Mohave Educational Services Cooperative, Inc.

IFB 25L-0925

Bid Date & Time:

September 25, 2025 @ 3:00 pm (local Arizona Time)

Submitted By:

**General Acrylics LLC
dba GA Sports Construction
22222 North 22nd Avenue
Phoenix, Arizona 85027**



(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279
22222 N 22nd Avenue • Phoenix, AZ 85027



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

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Additional Information

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

1a

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.

General Acrylics LLC dba GA Sports
Construction

Firm

Authorized Signature

[Handwritten Signature]
PRESIDENT

1b

1b



GAsports.com 602-569-9377
TENNIS COURTS // RUNNING TRACKS // SYNTHETIC TURF
LICENSED // BONDED

1B

AMENDMENTS RECEIVED:

N/A



(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279
22222 N 22nd Avenue • Phoenix, AZ 85027



AZ Contractors # ROC077085/ ROC034868 • NV Contractors # 0094148 • NM Contractors # 30984

1c

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General Terms and Conditions
(Place after Tab 1c)

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

1. ADVERTISING

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

2. AVAILABILITY OF FUNDS

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

3. BID OPENING

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

4. CANCELLATION

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

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

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

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

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

4.5. Cancellation for no or low-usage: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period.

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

General Terms and Conditions (Place after Tab 1c)

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.

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.

General Terms and Conditions
(Place after Tab 1c)

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.

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.

General Terms and Conditions
(Place after Tab 1c)

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.

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.

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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. 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.

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. 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.

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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 480 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 6) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

12. EVALUATION and AWARD

- 12.1. Basis of award:** Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.
- 12.2. Exceptions/deviations to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.
- 12.3. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the 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. Market basket:** If bidder is providing an alternative product in the required Market Basket, bidder must provide specifications for those products. *White papers are not specifications and are not acceptable.*
- 12.6. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The

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decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

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

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

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

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

12.9. Price workbook: All bidders must complete the 25L Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring workbook titled "**IFB 25L Electronic Pricing Workbook.xlsx**". Failure to complete and submit the 25L Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring 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 1-7 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.

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

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

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

13. FEDERAL and STATE REQUIREMENTS

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

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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>).

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

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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.dol.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. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. Prohibition on certain telecommunications and video surveillance equipment or services 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 equipment or services 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.
- 13.12. Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.
- 13.13. Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- 13.14. Terrorism country divestments:** In accordance with 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.
- 13.15. 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

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- 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).
 - 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

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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.

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

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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.
- 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

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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. *Approved quick pay discounts will be incorporated into the awarded contract pricing and shall apply to all payments made within the specified timeframes to qualify for the discount. Contract vendor agrees to promptly refund any overpayments by member that are eligible for the Quick Pay Discount.*

21. REPORTING and PAYMENT of ADMINISTRATION FEES to MOHAVE

21.1. Reporting 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.

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21.2. Payment of administration fees to Mohave: 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.

22. PREPARATION OF BID and BID FORMAT

22.1. 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.

22.2. 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.

22.3. 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.

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

23. PRODUCT LINES

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

23.5. 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.

24. 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.

25. 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

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(<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.

26. 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.

27. 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.

28. SHIPPING

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

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29. 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.**

30. TAXES

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

30.2. 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.

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

30.4. 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.

30.5. 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.

30.6. 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.

31. TIME (DEFINITION OF)

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

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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.

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.

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(Place after Tab 1c)

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.

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.

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(Place after Tab 1c)

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).

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.

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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.

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.

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(Place after Tab 1c)

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.

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

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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.)

1d

1d

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 may render your bid non-responsive.

2.2. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **\$600,000. 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.

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.

Special Terms and Conditions
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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

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 \$2,000,000.

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

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

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(Place after Tab 1d)

6.6. 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 \$2,000,000.

6.7. 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.

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:

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- 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. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks, and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

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

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

10.12. Reimbursement for transportation, mileage, lodging, meals, and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall

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be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

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

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

- 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 and are **not intended as an additional charge for equipment that is transported in the same vehicle with contract vendor employees**, to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

11. SAMPLES

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

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

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

12. SITE REQUIREMENTS

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

12.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with 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 applicable governing board fingerprinting policy(ies) at the school district where services are provided.

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

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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.

12.4. 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.

12.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee, or employee of its subcontractor, who is required to register as a sex offender pursuant to A.R.S. § 13-3821 will perform work on member's premises or equipment 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 order at the member's discretion.

12.6. 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.

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

12.8. 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.

13. SUBCONTRACTORS

13.1. 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.

13.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

13.3. 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.

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

13.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

13.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g., engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member, or Mohave.

14. TERM OF CONTRACT AND EXTENSION

14.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.

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

14.3. Month-to-month extensions (contract modification): Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

15. WARRANTY/QUALITY GUARANTEE

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

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

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

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

- 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;

Special Terms and Conditions
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- 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.

15.5. 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.

15.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued 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.)

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

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for construction of interior and exterior sports courts and/or upgrade, repair, or maintenance of existing interior and exterior sports courts. Sports courts include, but are not limited to: tennis, basketball, pickleball, four square, or volleyball as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 480 public agencies. The members currently eligible to participate in any awarded contract(s) as of August 26, 2025, is included in the attachment titled, *IFB 25L-0925 Current Mohave Members.pdf*. However, other members may be added during the term of an awarded contract(s). Members that are added during the term of an awarded contract(s) are responsible for determining if their purchases would materially increase any volume provided in the original solicitation. 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, and materials related to sports courts. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

- **Installation and maintenance of wood sports flooring systems are not requested and shall not be allowed under an awarded contract.**
- **Arizona Registrar of Contractors License clarification:**
 - Specification 1.1.01 requires an awarded vendor to have and maintain a current Arizona Registrar of Contractors license in order to utilize subcontractors with a similar license. This information was confirmed via an email with the Licensing Department of the Arizona Registrar of Contractors. Bidders shall provide evidence that they have a current *A General Engineering* license or are in the process of being awarded a license by the Arizona Registrar of Contractors.
 - Bidders that are in the process of applying for a contractor's license, shall provide in Tab 2b a copy of the Arizona Registrar of Contractors application receipt with pending number included. An awarded contract will be contingent on successful award of an identified Arizona Registrar of Contractors License.

One contract vendor holds Mohave's current contract for the specified products and services. Activity under the contract from February 2, 2021, including year to date activity (as of the publication date of this IFB) is \$7,577,788. This information is provided as an aid to bidders in preparing bids only. The historical activity amount provided is not representative of a stated budgetary spend, maximum/minimum allowable spend, and 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.

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	Tuesday, August 26, 2025
Pre-bid Conference Held (non-mandatory)	Wednesday, September 3, 2025, at 10:00 a.m. (local AZ time) Pre-bid conference will be held using teleconferencing. Please contact Mohave for reservation details.

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

Deadline for Questions	Thursday, September 18, 2025, 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, September 25, 2025, at 3:00 p.m. (local AZ time)
Public Opening of Bids	Thursday, September 25, 2025, at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	Thursday, December 4, 2025 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	Tuesday, February 3, 2026

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, market basket pricing 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;

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;

Scope of Work
(Place after Tab 1e)

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 manufacturer specifications, additional information.

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below): Review as applicable to the solicitation:

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/>

Code of Federal Regulations (**CFR**): <http://www.ecfr.gov/>

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

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>

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

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

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**): <https://www.hud.gov/>

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

American Concrete Institute (**ACI**): www.concrete.org

Americans with Disabilities Act (**ADA**): www.ada.gov

American National Standards Institute (**ANSI**): www.ansi.org

American Sports Builders Association (**ASBA**): www.sportsbuilders.org

ASTM International (**ASTM**): www.astm.org

International Code Council (**ICC**): <https://www.iccsafe.org>

International Organization for Standardization (**ISO**): www.iso.org

Maricopa Association of Governments (**MAG**): <https://azmag.gov/Programs/Public-Works/Specifications-and-Details>

Pima Association of Governments (**PAG**): <https://apps.pagregion.com/standardspecifications/>

Post-Tensioning Institute (**PTI**): www.post-tensioning.org

Specifications
(Place after Tab 1e)

SPECIFICATIONS

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

Partial bids: Mohave 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 General Specifications		
1.1.01 Contract vendor shall have a <i>current and maintain through the life of an awarded contract</i> , Arizona Registrar of Contractors license: A – General Engineering license. <i>Provide copy of Arizona Registrar of Contractors license after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).</i>	X	
1.1.02 Bidders that are in the license application process shall provide evidence of application. An awarded contract will be contingent on a successful award of Arizona Registrar of Contractors license: A – General Engineering 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	
1.1.03 Contract vendor shall provide single or multi-sports courts including, but not limited to: badminton, basketball, bocce, futsal, hockey, handball, pickleball, tennis, and volleyball.	X	
1.1.04 Contract vendor shall provide new construction, refurbishment, realignment, repair, resurfacing, and maintenance.	X	
1.1.05 New, refinished, and realigned sports courts shall meet or exceed the recommended current applicable ASBA guidelines and all ASTM requirements for sports courts.	X	

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

Specifications		Comply	Exception/ Deviation*
1.1	General Specifications (Cont'd)		
1.1.06	Contract vendor may offer demolition, disposal, and recycling services as part of a complete sports courts project. All disposal and recycling activities must comply with current applicable local, state, and federal regulations.	X	
1.1.07	Sports courts refurbishment shall include, but not be limited to: reconditioning or replacement of site equipment, fencing, lighting, or surfacing.	X	
1.1.08	Sports courts realignment shall include, but not be limited to: removal of all or some site equipment, fencing, lighting, or surfacing to facilitate the installation of new equipment, fencing, lighting, or surfacing to realign the court to a new sport or multiple sports.	X	
1.1.09	Contract vendor shall perform the work in accordance with all current applicable federal, state, and local laws, regulations, codes, or directives including, but not limited to: ACI, ADA, ASTM, ICC, and ISO. Current applicable specifications of MAG and PAG shall be used, or other Arizona counties or jurisdictions current applicable specifications.	X	
1.1.10	Design and engineering services may be included as part of a complete sports courts project. A properly licensed engineer with the Arizona State Board of Technical Registration shall perform engineering services. Proof of registration shall be provided upon request. <i>Include design and engineering services pricing in pricing workbook.</i>	X	
1.1.11	Contract vendor shall provide building permits or as requested by member, contract vendor shall supply all engineering specifications and/or drawings for the member to obtain local building permits. <i>If providing permit(s), include pricing in pricing workbook.</i>	X	
1.2	Court Foundation and Slab Specifications		
1.2.01	Concrete shall meet all current applicable and ACI and ASTM specifications and standards.	X	
1.2.02	Contract vendor shall place waterproof membrane under the court's slab as required.	X	
1.2.03	Underground drainage shall meet engineering requirements for the installation site's soil conditions.	X	
1.2.04	Contract vendor shall not proceed with construction in areas with potentially unstable soil conditions until a licensed engineer, qualified in site construction services, has reviewed the site, and provided written recommendations.	X	
1.2.05	Design and construction of the court shall include drainage and/or channeling of water from underground sources, landscaping, or irrigation away from the court.	X	
1.2.06	Contract vendor shall install flush surface drains between courts on multiple court systems when existing site construction or site constraints prevent the courts from being sloped properly.	X	
1.2.07	Contract vendor shall maintain the required safety spacing as indicated in the project drawings, plans, and/or applicable federal, state, or local building codes, when constructing multiple side-by-side courts.	X	
1.2.08	Contract vendor shall install post-tensioned courts using, at minimum 4" of Aggregate Base Course (ABC) compacted base material and 3,000 psi concrete at 5" thickness.	X	

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

Specifications		Comply	Exception/ Deviation*
1.2	Court Foundation and Slab Specifications (Cont'd)		
1.2.09	Contract vendor shall use greased and sleeved cables on centers across both directions of the court that meet current applicable ASBA and/or PTI standards on post-tensioned concrete courts.	X	
1.2.10	The contract vendor shall install tension plates on both ends of the cables, leaving one end exposed until after the court is poured. Once the concrete has fully cured, the contract vendor shall apply the required cable tension. Final tension shall meet the current applicable PTI standards or the project engineer's specifications. The contract vendor shall cut the exposed cables and patch the exit holes with concrete.	X	
1.2.11	The court shall drain side-to-side or end-to-end, with no crowning. Court shall meet minimum slope and maximum slope as specified in plans and/or drawings.	X	
1.2.12	Contract vendor shall test the court's slab for proper leveling and high spots.	X	
1.2.13	Contract vendor shall apply concrete primer and/or sealer after the court's slab has cured, or all repairs are completed and dry.	X	
1.2.14	Contract vendor shall design court areas with a viewing area.	X	
1.2.15	Contract vendor may install a permanent source of water (e.g. hose bib or drinking fountain) and electricity (e.g. electrical outlets) if requested by member.	X	
1.3	Sports Courts Playing Surface Specifications		
1.3.01	Contract vendor shall apply as many leveling coats as required to meet current applicable ASBA standards. Coating materials and mixtures shall be applied per manufacturer's recommendations.	X	
1.3.02	Contract vendor shall prepare and coat asphalt surfaces as per the manufacturer's specifications.	X	
1.3.03	Contract vendor shall apply sealer, silica sand, and acrylic per manufacturer's instructions.	X	
1.3.04	Contract vendor shall not apply coatings to any cement base that has sealers or curing agents. Concrete surfaces shall be prepared as recommended by the manufacturer of the water based acrylic urethane coating.	X	
1.3.05	Paint for the playing lines shall be mixed with rounded silica sand as applicable.	X	
1.3.06	Placement of playing lines shall be as specified and required by ASBA.	X	
1.4	Net Posts Materials and Product Specifications		
1.4.01	Contract vendor shall set net posts in aluminum or PVC sleeves in the concrete foundation.	X	
1.4.02	The net posts shall be powder coated over a strong, but hollow metal shaft that houses internal metal winding gears for the tightening of the net. Net posts shall be placed per current applicable ASBA standards.	X	
1.5	Sports Courts Lighting Systems Specifications		
1.5.01	Sports courts lighting system installation or alteration shall only be allowed as part of a total project for construction of new, refurbishment, and realignment of existing sports courts.	X	
1.5.02	Sports courts lighting systems shall be as specified in drawings or plans and as approved by member.	X	

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

Specifications		Comply	Exception/ Deviation*
1.5 Sports Courts Lighting Systems Specifications (Cont'd)			
1.5.03	All sports courts lighting system installations shall follow manufacturer's recommendations and meet current applicable federal, state, and local building codes.	X	
1.5.04	Sports courts lighting poles shall be available in various diameters, heights, and materials (e.g. aluminum or galvanized steel).	X	
1.5.05	Installed foundations and footings for sports courts lighting poles shall follow lighting pole manufacturer's recommendations, engineering specifications, and meet current applicable federal, state, and local building codes. Contract vendor shall provide all engineering specifications and/or drawings requested by member.	X	
1.5.06	Repair of contract vendor's previously constructed sports courts lighting systems is requested. <i>Stand-alone repair or alteration of existing sport court lighting systems is not requested and shall not be allowed under an awarded contract.</i>	X	
1.6 Sports Courts Perimeter Fencing Specifications			
1.6.01	Sports courts perimeter fencing installations or alterations shall only be allowed as part of a total project for construction of new, refurbishment, or realignment of existing sports courts.	X	
1.6.02	Contract vendor shall install sports courts perimeter fencing as specified in drawings or plans and as approved by member.	X	
1.6.03	Contract vendor installations shall follow manufacturer's recommendations and meet current applicable federal, state, and local building codes.	X	
1.6.04	Repair of contract vendor's previously constructed sports courts perimeter fencing is requested. <i>Stand-alone repair or alteration of existing perimeter fencing is not requested and shall not be allowed under an awarded contract.</i>	X	
1.7 Sports Courts Maintenance Specifications			
1.7.01	Contract vendor shall provide sports courts maintenance to include, but not be limited to: cleaning, power washing, court adjustments, component cleaning and lubrication, component replacement, sub-surface cleaning, replacement of netting, fence cleaning, and court line touch-up or replacement. <i>Include applicable maintenance pricing in pricing workbook.</i>	X	
1.7.02	Contract vendor shall be responsible for providing all cleaning supplies and equipment.	X	
1.7.03	Contract vendor shall dispose of all generated waste per current applicable federal, state, and local codes or regulations.	X	
1.8 Ancillary Sports Courts Related Products and Equipment			
1.8.01	Contract vendor may provide ancillary products and equipment as part of a sports courts installation project including, but not limited to: netting (tennis and volleyball), backboards, ball holders, hurdles, wind-screening, and goals is requested. <i>Stand-alone sale of sports courts related products and equipment is not requested and shall not be allowed under an awarded contract.</i>	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:

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

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

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

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

1f

1f

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, General Acrylics LLC dba GA Sports Construction, 22222 N. 22nd Ave., Phoenix, AZ 85027
(hereinafter called Principal), as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830
a corporation organized and existing under the laws of the State of DE, with its principal office in
the city of Phoenix, (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 Sports Courts Installation, Maintenance, and Services
- Interior and Exterior, Excluding Wood Flooring.

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 17th day of September, 2025.

General Acrylics LLC dba GA Sports Construction

PRINCIPAL SEAL

BY

[Signature], PRESIDENT

Berkley Insurance Company

SURETY SEAL

BY [Signature] Francesca Kazmierczak, Attorney In Fact

Aon, 165 Broadway, 33-246, New York, New York 10006

AGENCY OF RECORD

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra Diaz; Debra A. Deming; Jennifer L. Jakaitis; Susan A. Welsh; Peter Healy; Francesca Kazmierczak; Frances Rodriguez; Ahlma Noorhassan; Anne L. Potter; Valerie I. Spates; Beverly A. Woolford; or Vilma Gonzalez of Aon Risk Services Northeast, Inc. of New York, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of March, 2024.



Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of March, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C PRUNDAKIN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 17th day of September, 2025

[Signature]
Vincent P. Forte



September 17, 2025

Re: Bonding Capacity

To Whom it May Concern:

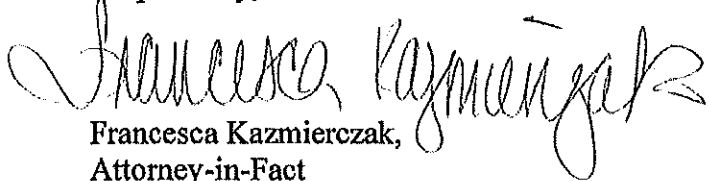
We have been asked by **General Acrylics LLC dba GA Sports Construction** to provide a reference letter to you.

We acknowledge and confirm that Berkley Surety, through its affiliate Berkley Insurance Company, provides surety credit to **General Acrylics LLC dba GA Sports Construction**. Berkley Insurance Company has an A.M. Best rating of "A+" (Superior) and a financial size of XV with a Treasury Listing of approximately \$500 million.

We acknowledge and confirm that Berkley Surety has formed a relationship with **General Acrylics LLC dba GA Sports Construction** to provide surety credit. We will consider typical single bond requests in the amount of **\$15,000,000** and with an aggregate backlog totaling **\$120,000,000**. Individual bonds above the limits will be favorably considered on the merits at the time of request.

The issuance of surety credit is a matter between the principal and surety and conditioned upon the principal continuing to satisfy underwriting conditions at the time of a bond request. We assume no responsibility or liability to you or any other third party should we decline to issue bonds.

Respectfully,


Francesca Kazmierczak,
Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sandra Diaz; Debra A. Deming; Jennifer L. Jakaitis; Susan A. Welsh; Peter Healy; Francesca Kazmierczak; Frances Rodriguez; Aklma Noorhassan; Anne L. Potter; Valorie I. Spates; Beverly A. Woolford; or Vilma Gonzalez of Aon Risk Services Northeast, Inc. of New York, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of March, 2024.



Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of March, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA G RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 17th day of September, 2025.

[Signature]
Vincent P. Forte

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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.

General Acrylics LLC dba GA Sports Construction

(Firm Name)


(Signature)

Jonnie Deremo

(Print Name)

President

(Print Title)

9.23.25
(Date Certified)



GAsports.com 602-569-9377
TENNIS COURTS // RUNNING TRACKS // SYNTHETIC TURF
LICENSED // BONDED

A copy of OMB standard LLL; Disclosure of Lobbying Activities is not included

As General Acrylics LLC has not lobbied (N/A)



(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279
22222 N 22nd Avenue • Phoenix, AZ 85027



AZ Contractors # ROC077085/ ROC034868 • NV Contractors # 0094148 • NM Contractors # 30964

1h

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 (IFB Page 16) Before Completing Certification)

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

General Acrylics LLC dba GA Sports Construction

IFB 25L-0925

Organization Name

PR/Award Number or Project Name

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

11

11

**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)
- 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

**EDGAR Certification
(Place after Tab 1i)**

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 grant, cooperative agreement, contract, or loan 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:
- a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or

**EDGAR Certification
(Place after Tab 1i)**

- 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 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)

EDGAR Certification
(Place after Tab 1i)

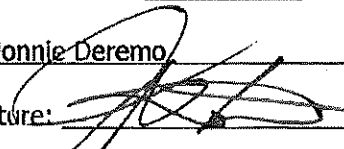
- V. Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. When possible, Mohave shall ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered in accordance with 2 CFR §200.321. When federal funding may be used, contractors are required to apply the same consideration to subcontracts.
- W. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. Contract vendor agrees that they will not provide equipment systems or services 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. In accordance with 2 CFR §200.322, Mohave shall, to the greatest extent practicable and consistent with law, provide a preference for 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).
 - 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: General Acrylics LLC dba GA Sports Construction

Mohave Solicitation Number: IFB 25L-0925

Printed Name: Jonnie Deremo

Authorized Signature:  PRESIDENT

Date: 9.23.25

Title: President

E-Mail: jonnie.deremo@GAsports.com

TAB 2 – Primary Vendor
Information

TAB 2

2a

2a

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

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:

- a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:

General Acrylics has four representatives that have customers across the state.

They contact their members several times a year. Production handles scheduling and completion of project.

- b. Communication process with Mohave and its members:

MES members that contact General Acrylics are passed on to the appropriate

representative who then takes care of their request.

- c. Standard delivery time for products/services after receipt of purchase order:

Most projects are started within two weeks of receipt of the purchase order.

Many projects are scheduled prior to receipt of the purchase order to meet requested completion dates.

- d. Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Mohave contract:

Our staff is trained on the complete MES process and items offered prior to

taking on any member accounts.

- e. Specific value-added services that may benefit members:

General Acrylics value additional services include our manufacturing of Gameco

& Laykold coating products & our ability to produce materials that are developed for the arid AZ climate

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

Management meets with the sales staff annually to review our MES contract

and items covered in the contract.

- g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are:

We will not accept work if it is against applicable laws or regulations.

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

2. 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?

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

local subcontractors for demolition & excavation. The dollar amount will not matter.

3. 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.

X 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**.)*

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

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

Regardless 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 in the following page?
- 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?

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

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	11.4	Yes	Yes
Cochise	0	Yes	Yes
Coconino	1.3	Yes	Yes
Gila	4.8	Yes	Yes
Graham	0	Yes	Yes
Greenlee	0	Yes	Yes
La Paz	0	Yes	Yes
Maricopa	46.2	Yes	Yes
Mohave	3.6	Yes	Yes
Navajo	2.4	Yes	Yes
Pima	17.3	Yes	Yes
Pinal	2	Yes	Yes
Santa Cruz	.8	Yes	Yes
Yavapai	7.3	Yes	Yes
Yuma	2.9	Yes	Yes

2b

2b

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

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

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
 - a) A short narrative description of what you are offering for this contract.
 - 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.
 - 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.
 - 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.
2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.
3. **Place after Tab 2b:** Provide a current, completed copy of your firm's IRS W-9.
4. **Place after Tab 2b:** Indicate if your firm would qualify as a small business, minority business, women's business enterprise, veteran-owned business, or a labor surplus area firm. 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 businesses, minority businesses, women's business enterprises, veteran-owned businesses, or a labor surplus area firms were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small business, minority business, women's business enterprise, veteran-owned business, or a labor surplus area firm are for informational purposes only and shall not be a factor in the evaluation.

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: <https://www.surveymonkey.com/r/PVFJG9B>

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>Dysart Unified School District</u>	<u>Marana USD</u>
<u>Peoria Unified School District #11</u>	_____
<u>Glendale Unified School District #205</u>	_____

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, September 16, 2025 3:45:39 PM
Last Modified: Tuesday, September 16, 2025 3:50:27 PM
Time Spent: 00:04:48
IP Address: 67.206.173.34

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

Q1

Your Contact Information:

Name	Mark Goligoski
Agency or Company	Marana Unified School District
Position	Assistant Superintendent
Email Address	m.j.goligoski@maranausd.org
Phone Number	5206824757

Q2

The vendor that you are providing vendor performance information for:

Company	GA Sports Construction
Address	22222 N. 22nd Avenue
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85027

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

IFB 25L-0925 Sports Courts Installation, Maintenance, and Services – Interior and Exterior,
Excluding Wood Flooring

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 Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring 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 are grateful for our relationship with GA Sports Construction. They are always professional and ensure their work is of the highest quality.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, September 17, 2025 12:47:47 PM
Last Modified: Wednesday, September 17, 2025 12:51:07 PM
Time Spent: 00:03:19
IP Address: 184.177.118.118

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

Q1

Your Contact Information:

Name	Ed Barnes
Agency or Company	GUHSD
Position	Executive director of Operations and Athletics
Email Address	edward.barnes@guhsdaz.org
Phone Number	6234356000

Q2

The vendor that you are providing vendor performance information for:

Company	GA SPORTS CONSTRUCTION
Address	22222 N. 22nd Avenue
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85027

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**

IFB 25L-0925 Sports Courts Installation, Maintenance, and Services - Interior and Exterior,
Excluding Wood Flooring

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 Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring 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?

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, September 22, 2025 6:28:54 AM
Last Modified: Monday, September 22, 2025 6:31:47 AM
Time Spent: 00:02:53
IP Address: 206.207.175.235

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

Q1

Your Contact Information:

Name	Tyrone Chance
Agency or Company	PUSD11
Position	Capital Programs supervisor
Email Address	Tchance@pusd11.net
Phone Number	6237603082

Q2

The vendor that you are providing vendor performance information for:

Company	GA Sports Construction
Address	22222 N 22nd Av
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85027

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**

IFB 25L-0925 Sports Courts Installation, Maintenance, and Services – Interior and Exterior,
Excluding Wood Flooring

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 Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring 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?

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

6. **Place after Tab 2b:** Provide copy(ies) of current Arizona Registrar of Contractors license A General Engineering held by your company (Specification 1.1.01 requirement). If applicable, provide a copy of the Arizona Registrar of Contractors application receipt with pending number (Specification 1.1.02 requirement).
7. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.



GAsports.com 602-569-9377
TENNIS COURTS // RUNNING TRACKS // SYNTHETIC TURF
LICENSED // BONDED

SHORT DESCRIPTION OF OUR OFFERINGS

General Acrylics LLC dba GA Sports Construction hereby respectfully submits pricing for the following items:

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



(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279
22222 N 22nd Avenue • Phoenix, AZ 85027



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

We are looking forward to a continued relationship with Mohave Educational Services and wish to thank you for the past 29 years of working with the entire staff there.

Sincerely,

GENERAL ACRYLICS LLC dba GA SPORTS CONSTRUCTION

Jonnie Deremo, President



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22222 N 22nd Avenue • Phoenix, AZ 85027





GAsports.com 602-569-9377
TENNIS COURTS // RUNNING TRACKS // SYNTHETIC TURF
LICENSED // BONDED

Primary Vendor Information: Qualifications and Experience

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

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

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

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

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

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

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

February 2025 General Acrylics, Inc. was acquired by AstroTurf Corporation and is now General Acrylics LLC dba GA Sports Construction.



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22222 N 22nd Avenue • Phoenix, AZ 85027



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

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

- **Jonnie Deremo**, President of General Acrylics, Inc.
Certified Tennis Court Builder
Jonnie has been the President and owner of General Acrylics, Inc. for over 27 years. He acquired the company with one employee one work truck while being the manager, foreman, estimator, superintendent, and bookkeeper. The company has grown to the size we contract or subcontract over 9 million dollars of work each year. We constructed/resurfaced hundreds of tennis/basketball courts this year as well as ten tracks and eleven synthetic turf fields.
- **Matt Miller**, General Manager has over 30 years experience in the construction industry in a variety of leadership roles in sales & operations.
- **Kim Summers**, National Director of Cooperative Procurement/Sales has over 20 years experience with contracting and construction management.
- **Justin Fudge**, Account Executive; Sports courts, running tracks and synthetic turf sales with 7 years management and 10 years sales experience.
- **Kyle Watkins**, Account Executive; Sports Courts, Running Track and Synthetic Turf Sales; with 6 years' experience in sales and sales management within the construction industry.
- **Eric Mercure**, Court Surfacing Superintendent; 2 years' experience in court surfacing, 4 years' experience in construction and 20 years' experience in management in other industries.
- **Bryce Daniels**, Estimator; has 5 years' experience in estimating, construction and project management.
- **Tom Josephs**, Production Manager; Over 38 years' experience in the construction of sports courts and running tracks with more recent experience in synthetic turf fields.
- **Zac Riddiough**, Operations Manager has 10 years of experience in the sports facilities industry.
- **Tim Sinise**, Superintendent has over 39 years of experience in the construction industry
- **David Shrock**, Superintendent has 18 years of experience in the construction industry and 3 years in the sports facilities industry.
- **Dennis Holle**, Superintendent has 14 years of experience in the construction industry and 3 years in the sports facilities industry.



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22222 N 22nd Avenue • Phoenix, AZ 85027



- **Rene Meza**, Superintendent has 44 years of experience in the construction industry.
- Our office staff consists of **Bonnie Moynihan**, Project Coordinator, Accounts Payables and Receivables; **Jeff Robertson**, CFO

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

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

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



(602) 569-9377 • Fax (623) 298-1310 • Toll Free (800) 436-2279
22222 N 22nd Avenue • Phoenix, AZ 85027





2331 Rock Spring Road
Forest Hill, MD 21050

866.501.ASBA (2722)
410.730.9595
Fax: 443.640.1031

September 18, 2025

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

To Whom It May Concern:

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

Builder Members:

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

Membership Term: 10/01/2024 – 09/30/2025

If you have any questions, please contact me at cynthia@sportsbuilders.org or 866-501-ASBA.

Sincerely,

Cynthia M. Sanchez
Director of Meetings & Member Services



**AMERICAN SPORTS
BUILDERS
ASSOCIATION**

2331 Rock Spring Road
Forest Hill, MD 21050

September 17, 2025

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

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

The tennis certification of Mr. Deremo was awarded in 2000. The track certification of Mr. Deremo was awarded in 2017. Both remain in effect as long as the individual maintains the designation. The designation is maintained by compiling a prescribed number of activity points for work done within the industry, or by re-taking the exam. Certification is valid for three years following the original date and is maintained in three-year increments thereafter.

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

Should there be any question about the certification program, or about Mr. Deremo's designation, please contact ASBA at 443-640-1042 or info@sportsbuilders.org.



AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Jonnie Deremo

The Designation

CERTIFIED TENNIS COURT BUILDER



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

In witness whereof we have set our hands on
this 31st day of December, 2027

Certification expires: December 31st, 2027

A handwritten signature in black ink, appearing to be "D. K.", written over a horizontal line.

Executive Director

A handwritten signature in black ink, appearing to be "Justin Vaughn", written over a horizontal line.

Certification Chairman



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

Date: 09/17/2025

To: GA Sports Construction (A General Acrylics LLC Company)
RE: Authorized Dealer

To Whom It May Concern,

GA Sports Construction (A General Acrylics LLC Company) is an authorized dealer of products supplied by Douglas Industries, Inc.

Please contact me with any questions.

Chris Rickerl
Executive Vice President of Operations
Douglas Industries, Inc.



FRASURE REPS
SPORTS LIGHTING



September 18, 2025

To whom it may concern:

This is to confirm GA Sports Construction as an authorized distributor for Frasure Reps Sports Lighting and LSI Industries. Frasure Reps / LSI provides indoor and outdoor tennis court lighting systems with the Zone product family. Our products have been used for recreational, club, and professional tennis facilities around the world for over 35 years. Our tennis court lighting products are made available to carefully selected, highly qualified distributors / installers. GA Sports Construction is a valued customer of Frasure Reps / LSI.

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

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

Regards,

Frasure Reps

Patrick Frasure

Vice President



ENGINEERED FOR SPORT

September 17, 2025

TITANTRAX[®]
Xtreme

TITANTRAX[®]
SHIELD

TITANTRAX[®]
AIR

TITANTRAX[®]
PK

PRO[®]
BOUNCE

PRO[®]
COURT

PRO[®]
KRAMER

PRO[®]
ADVANTAGE

NOVABOCCE[®]
CLASSICO

NOVABOCCE[®]
RAFFA

PRO[®]
CLAY

PRO[®]
AUSSIECLAY



TO WHOM IT MAY CONCERN

RE: GA Sports Construction
(A General Acrylics LLC Company)
22222N. 22nd Avenue
Phoenix AZ 85027

This letter is to certify that GA Sports (A General Acrylics LLC Company) of Phoenix AZ, is an authorized and certified dealer and installer for NGI Sports' tennis court overlay and crack repair / surfacing systems. In addition, GA Sports is an authorized representative of NGI Sports' ProBounce and synthetic turf surfacing systems for grass courts.

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

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

Sincerely,

NGI SPORTS

CORY BRISBIN
Sales Manager – Western Division

/tmw

Telephone: 800.835.0033 | Fax: 423.499.8882 | Email: info@ngisports.com
2807 Walker Road, Chattanooga, Tennessee 37421

WWW.NGISPORTS.COM

First Team

9/17/2025

To whom it may concern,

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

GENERAL ACRYLICS, INC.

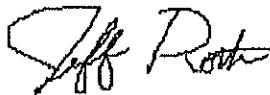
22222 N. 22nd Avenue, Phoenix, AZ 85027

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

Toll: (800) 436-2279

www.generalacrylics.com

Thank you,



Jeff Roth
First Team, Inc.

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.

Before you begin, For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>General Acrylics, LLC</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>GA Sports Construction</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C</p> <p><i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>22222 N. 22nd Ave</p> <p>6 City, state, and ZIP code</p> <p>Phoenix, AZ 85027</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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. See also *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	2	6	1	9	1	5

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	Date 2/10/2025
------------------	--------------------------	-----------------------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

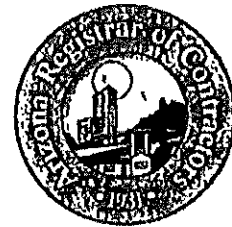
----- **IMPORTANT NOTICE** -----
YOU MUST:

1. REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2. REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S § 32-1122(8)(1)]
3. REPORT ANY TRANSFER OF OWNERSHIP OF 25% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4. REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE IN OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S § 32-1124(8)(F) § RULE R-4-9-110]

THIS IS YOUR IDENTIFICATION CARD



Licensee: General Acrylics, LLC
GA Sports Construction
22222 N. 22nd Ave, Phoenix, AZ 85027



License No.: ROC 077085
Class: A General Engineering
License Effective Through: 2027-03-31



ROC 077085



TOM COLE, DIRECTOR

State of Arizona Registrar of Contractors

**Visit our license listing on the Registrar of
Contractors Contractor Search using the QR
Code to the right.**



ROC 077085

2c

2c



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/16/2025

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 Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (AC, No. Ext): (866) 283-7122 FAX (AC, No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED General Acrylics, LLC 22222 N 22nd Ave Phoenix AZ 85027 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Chubb European Group SE		AA1120810
	INSURER B: Federal Insurance Company		20281
	INSURER C: The Cincinnati Insurance Company		10677
	INSURER D: Great American Alliance Ins Co		26832
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570115393980 **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 INCURRED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:			99509744	01/01/2025	01/01/2026	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence): \$1,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COM/PROP AGG: \$2,000,000 BI/Property Damage Deductible: \$200,000
C	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			EBA 040 05 94	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (EA accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			78195586	01/01/2025	01/01/2026	EACH OCCURRENCE: \$10,000,000 AGGREGATE: \$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WCE65873604	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000
A	E&O - Professional Liability - Primary			DECAHA43728	01/01/2024	12/31/2025	Aggregate Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects to Policy No. DECAHA43728 Professional Liability, Aon Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Deutschland is the broker for the defined policy. Professional liability limits are shown in Euros. General Acrylics, LLC is included as Named Insured effective 2/5/25. RE: Contract 20N-GA13-0202 Sports Courts: New, Repair and Maintenance, Contract 21F-GA1--0424 Running Tracks, Contract 211-GA1-2-1202 Synthetic Turf/Grass Systems, Contract 16H-GA12-1201 Synthetic Turf/Grass Systems, Mohave Court Bid 25L-0925, Sports Courts Installation, Maintenance, and Services - Interior and Exterior, Excluding Wood Flooring. Mohave Educational Services is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER Mohave Educational Services Cooperative, Inc. 625 East Beal Street Kingman AZ 86401 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier:

570115393980

Certificate No:



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED General Acrylics, LLC	
POLICY NUMBER See Certificate Number: 570115393980			
CARRIER See Certificate Number: 570115393980	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles

General Liability and Automobile Liability policies evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Mohave Educational Services in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should any of the above described General Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Liability Insurance**Endorsement**

Policy Period JANUARY 1, 2025 TO JANUARY 1, 2026
Effective Date JANUARY 1, 2025
Policy Number 9950-97-44 GAB
Insured APT ADVANCED POLYMER TECHNOLOGY CORP.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued JANUARY 10, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **Insureds**; but they are **Insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **Insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **Insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **Insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB

Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

Conditions
(continued)

**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured AstroTurf Corp		Policy No. WC E658736 04	
Company Great American Alliance Insurance Company	Effective Date	Premium \$	Endorsement No.
Authorized Representative Aon Risk Services Central Inc			

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Alabama
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Arkansas
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Arizona
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Colorado
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Connecticut
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of District of Columbia
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Delaware
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Florida
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Georgia
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Iowa
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Idaho
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Illinois
- Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Indiana

Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Kansas
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Louisiana
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Massachusetts
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Maryland
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Maine
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Michigan
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Minnesota
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Missouri
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Montana
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of North Carolina
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Nebraska
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of New Mexico
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Nevada
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of New York
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Oklahoma
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Oregon
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Pennsylvania
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of South Carolina
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of South Dakota
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Tennessee
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Virginia
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Vermont
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of West Virginia

Policy Conditions**Endorsement**

Policy Period JANUARY 1, 2025 TO JANUARY 1, 2026
Effective Date JANUARY 1, 2025
Policy Number 9950-97-44 GAB
Insured APT ADVANCED POLYMER TECHNOLOGY CORP.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued JANUARY 10, 2025

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): EJM ARROYO NORTH II PROPERTY, LLC

Address: 5129 W LATHAM ST
 PHOENIX, AZ 85043

Person(s) or Organization(s): HAYWOOD COUNTY SCHOOLS

Address: 1230 NORTH MAIN STREET
 WAYNESVILLE, NC 28786

Conditions
(continued)

Person(s) or Organization(s): THE WHITING-TURNER CONTRACTING COMPANY

Address: 13454 SUNRISE VALLEY DRIVE, SUITE 110
HERNDON, VIRGINIA 20171

Person(s) or Organization(s): THE SCHOOL BOARD OF LEVY COUNTY

Address: 280 MARSHBURN DR
BRONSON, FL 32621

Person(s) or Organization(s): BRASFIELD & GORRIE, LLC

Address: 3021 7TH AVENUE SOUTH
BIRMINGHAM, AL 35233

Person(s) or Organization(s): NORTHWESTERN UNIVERSITY

Address: 633 CLARK STREET EVANSTON, IL 60208 PROJECT:
LAKESIDE
FIELD TURF REPLACEMENT AKA NORTHWESTERN
UNIVERSITY
FIELD HOCKEY FIELD, 2225 N CAMPUS DR, EVANSTON, IL
60208

Person(s) or Organization(s): ZOLADZ CONSTRUCTION CO INC., HAMBURG CENTRAL

SCHOOL
DISTRICT, AND GORDON W JONES ASSOCIATES
Address: PO BOX 157 ALDEN, NY 14004-0157

Person(s) or Organization(s): JDS DEVELOPMENT LLC

Address: PO BOX 908
NITRO, WV 25143

Person(s) or Organization(s): RE: P-3 DELIVERY/MARSHALL UNIVERSITY'S BASEBALL

STADIUM

Person(s) or Organization(s): WALBRIDGE, THE REGENTS OF THE UNIVERSITY OF

MICHIGAN, A
MI CONSTITUTIONAL CORP, INCL ITS BOARD MEMBERS,
Address: OFFICERS, EMPLOYEES & AGENTS; SMITHGROUP &

ASSOCIATES
777 WOODWARD AVE, SUITE 300
DETROIT, MI 48226

Policy Conditions**Endorsement**

Effective Date JANUARY 1, 2025

Policy Number 9950-97-44 GAB

Person(s) or Organization(s): BRASFIELD & GORRIE LLC

Address: 3021 7TH AVE, AL 35233

Person(s) or Organization(s): GAHANNA-JEFFERSON PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION

Person(s) or Organization(s): NORTHWESTERN UNIVERSITY

Address: 633 CLARK STREET
EVANSTON, IL 60208

Person(s) or Organization(s): ZOLADZ CONSTRUCTION CO INC, HAMBURG CENTRAL
SCHOOL DISTRICT AND GORDON W JONES

Person(s) or Organization(s): ASSOCIATES ARCHITECTS, P.C.

Address: PO BOX 157
ALDEN, NY 14004-0157

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured AstroTurf Corp		Policy No. WC E658736 04	
Company Great American Alliance Insurance Company	Effective Date	Premium \$	Endorsement No.
Authorized Representative Aon Risk Services Central Inc			

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided in accordance with state statutorily required number of days to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the Insured, notice of such cancellation will be provided in accordance with state statutorily required number of days to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

2d

Note: **Confidential
Financial
Information**

2d

TAB 3 - Pricing
Information

**Pricing Information
Price Workbook Instructions
(Place after Tab 3a)**

1. All bidders shall complete the Summary Sections 1-7 worksheets of the 25L Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring workbook titled "**IFB 25L Electronic Pricing Workbook.xlsx**". This shall be uploaded to OpenGov Procurement, along with your bid.
2. In addition to the workbook referenced in number 1 above, bidder may provide additional price schedule(s), (e.g., manufacturer's suggested retail price list). However, all price schedules shall follow the format and provide the information as detailed in the product and services pricing description or instructions. All additional price schedules shall be uploaded to OpenGov Procurement. (**See Electronic Pricing Formats on page 28**).
3. 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.
4. **In addition, a PDF copy of the completed Summary Sections 1-7 worksheets shall be submitted after Tab 3a with your bid.**
5. A pricing table on OpenGov Procurement will be required to be submitted with your bid.
6. Mohave members pay an administration fee equal to 1% of the contract price of goods and services purchased from Mohave contracts. Bidders shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated shipping, sales or use tax, bonds, transportation, lodging, mileage, and/or M&IE.*
7. Percent of discount off manufacturer's price list or catalog offers that are not based upon published price lists or catalogs shall be administered as fixed price contracts.
8. Mohave pricing that is higher than the manufacturer's suggested retail price is not acceptable and shall be rejected.
9. Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code.
10. Products and/or services listed as "e.g., call for quote, TBD, TBA" are not acceptable. All products and/or services provided with your bid must contain a specific price in order to be considered for inclusion under an awarded contract.
11. Mohave serves members throughout Arizona. Our goal is to provide good value on our contracts for all members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.

Failure to complete and submit the 25L Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring Price workbook shall render your bid nonresponsive. In addition to the workbook, failure to provide all applicable price schedules (e.g., manufacturer's suggested retail price list) may render your bid as non-responsive; or limit any awarded contract to only the pricing provided.

Price Workbook Details

The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Price Workbook Summary Section One – Shipping, Restock, and Bond Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- *No administration fee is charged on restock fees, or separately stated shipping, or bonds.*

Price Workbook Summary Section Two – Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".

Pricing Information
Price Workbook Instructions
(Place after Tab 3a)

- Lodging, meals and incidental expenses, mileage, mobilization, and travel/drive rates shall be included in Summary Section Two worksheet of the 25L-0925 Sports Courts Installation, Maintenance, and Services – Interior and Exterior, Excluding Wood Flooring workbook.
- Transportation charges (airfare, car rental, etc.) shall be at rates generally acceptable for business class travel. Indicate when such fees are applicable in the pricing workbook.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The Travel Policy is available for download at <https://gao.az.gov/travel/travel-information>. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Indicate that you are using current state rates in the workbook.
- *The Mohave administration fee is not charged on transportation, mileage, lodging, M&IE. The Mohave administration fee is charged on travel/drive rates and mobilization.*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

Price Workbook Summary Section Three – Fees

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees and service rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Four – Service and Labor Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your labor rates.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Five – Discount Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the name of the manufacturer, a brief description of the type of products they offer, the discount off MSRP, as well as shipping and warranty information for that manufacturer.
- Add additional line items as necessary to describe all of your product lines.
- *The Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Six – Volume Discount Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include the purchase level necessary to qualify for the discount, as well as the additional discount amount.
- Add additional line items as necessary to describe all of your volume discounts.

**Pricing Information
Price Workbook Instructions
(Place after Tab 3a)**

Price Workbook Summary Section Seven – Annual Maintenance Information

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by typing your information into each cell.
- If the information does not apply, enter "N/A".

Market Basket Pricing Instructions

- Provide pricing for the Market Basket pricing contained in the Price Workbook.
- **This Market Basket does not represent an actual job but is based on components from actual projects.**
- **This is a Market Basket only and should not be submitted as your only pricing.**
- All pricing used for the Market Basket **must** match submitted pricing. If you do not provide a requested product in the Market Basket, include information that you are not providing that product type.

Product and Services Price List

- Your firm's response to Tab 2a, Question 3, shall match the pricing workbook information. **Do not enter both MSRP Price and Fixed price for any single item.**
- As applicable, include the Manufacturer, Part Number, Description and Unit of Measure for each product or service offered in the "MANUFACTURER", "PART NUMBER", "DESCRIPTION" and "Unit of Measure" columns.
- Add additional line items as necessary.
- Manufacturers and discounts offered should match those provided in the price workbook Summary Section Five.
- ***The Mohave price shall include Mohave's 1% administration fee.***
- **If you are bidding Percent off MSRP pricing**, enter the pricing information in the columns titled "MSRP PRICE" and "DISCOUNT". The "Mohave Price (with Admin. Fee)", column contains a formula that will automatically apply the discount from the "Discount" column to the MSRP price contained in the "MSRP Price" column.
- **Do not enter information into the cells contained in the "Mohave Price (With Admin. Fee)" column. Doing so will override the built in formula.**
- Delete, if MSRP pricing is provided, the "Fixed Price (With Admin. Fee)" Column.
- **If you are bidding Fixed pricing**, enter the pricing information in the column titled "Fixed Price (With Admin. Fee)."
- Delete, if Fixed pricing is provided, the "MSRP PRICE", "DISCOUNT", "Mohave Price (with Admin. Fee)" columns.
- Additional price schedule(s) (e.g., manufacturer's suggested retail price lists) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.

Electronic Pricing Formats

Mohave provides its members access to searchable electronic pricing under an awarded contract so member may perform their due diligence. Preferred acceptable electronic pricing formats are:

- Excel formatted workbooks that are unsecured.
- PDF formatted documents that are unsecured and searchable.

Manually scanned, unsearchable and/or unreadable pricing pages are not considered an acceptable electronic pricing format.

TAB 4 – Supporting
Contract Documents

4a

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

1. Contact information for firm's headquarters:

Physical Address 22222 N. 22nd Ave., Phoenix, AZ 85027

Mail Address, if different _____

Main Phone Number 602-569-9377

Website www.GAsports.com

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

Physical Address 22222 N. 22nd Ave., Phoenix, AZ 85027

Mail Address, if different _____

Main Phone Number 602-569-9377

Website, if different _____

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

3. Contact information for purchase orders:

Physical Address 22222 N. 22nd Ave., Phoenix, AZ 85027

Email Address matthew.miller@GAsports.com

Attention of Matt Miller

4. Payment remittance address 22222 N. 22nd Ave., Phoenix, AZ 85027

Attn: Bonnie Moynihan

City Phoenix State AZ Zip 85027

Telephone (invoice questions) 07-368081-J

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07368081

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

If yes, please check one:

- Our combined state, city, county, and/or other local sales tax rate is ___% (local rate).
 The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

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

6. Contacts for Mohave:

Main Mohave representative contact: Matt Miller

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

Title General Manager Email address Matthew.Miller@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

Contract Administrator contact: Bonnie Moynihan

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

Title Project Coordinator Email address bonnie.moynihan@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

Accounting contact: Bonnie Moynihan

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

Title Project Coordinator Email address bonnie.moynihan@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

Open Order/ Unresolved Invoice Report contact: Bonnie Moynihan

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

Title Project Coordinator Email address bonnie.moynihan@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

Audit contact: Bonnie Moynihan

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

Title Project Coordinator Email address bonnie.moynihan@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

Reconciliation contact: Bonnie Moynihan

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

Title Project Coordinator Email address bonnie.moynihan@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

Escalation contact: Matt Miller

(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 General Manager Email address matthew.miller@GAsports.com

Phone number 602-569-9377 Fax 623-298-1310

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

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

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

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

No, the following is not applicable to our bid.

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

Member should call or write to GA Sports Construction with a request. GA Sports Construction will return call or respond in writing within Twenty-Four (24) hours. Any work needed will be scheduled with the Owners.

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

General Acrylics LLC dba GA Sports Construction

22222 N. 22nd Ave.

Phoenix, AZ 85027

Matt Miller 623-512-0035 Zac Riddlough 602-571-4743

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

Zac Riddlough 602-571-4743 Justin Fudge 602-571-5809 Kyle Watkins 602-359-8032

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

Two (2) technicians are located at 22222 N. 22nd Ave., Phoenix, AZ 85027

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

This contract does not require parts. N/A

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

Usually within twenty-four (24) hours except weekends

4b

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

Will members be required to sign supplemental or end-user agreements (sales and maintenance)?
(See **4.1 Contract vendor contract 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 25L-0925, and member purchase order");
- o Auto-renewal language.

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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GENERAL ACRYLICS, LLC, DBA GA SPORTS CONSTRUCTION
FOR
SPORTS COURTS INSTALLATION, MAINTENANCE, AND SERVICES - INTERIOR AND
EXTERIOR, EXCLUDING WOOD FLOORING**

**EXHIBIT B
Scope of Work**

In accordance with the terms and conditions of this agreement and Mohave Cooperative Purchasing Agreement, Contract No. 25L - GAI3-0203, for Sport Courts Installation, Maintenance, and Services, Interior and Exterior, Excluding Wood Flooring, the City is retaining General Acrylics, LLC dba GA Sports Construction, for the construction and installation of new sports courts, the resurfacing, restoration, repairs, and maintenance of existing sports courts citywide, on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GENERAL ACRYLICS, LLC, DBA GA SPORTS CONSTRUCTION
FOR
SPORTS COURTS INSTALLATION, MAINTENANCE, AND SERVICES -
INTERIOR AND EXTERIOR, EXCLUDING WOOD FLOORING**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and pricing for compensation will be based on the Mohave Educational Services Cooperative, Inc. Agreement, Contract No. 25L - GAI3-0203, for Sports Courts Installation, Maintenance, and Services, Interior and Exterior, Excluding Wood Flooring.

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 \$750,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Goods and services shall be purchased in accordance with the terms, conditions, and rates as set forth in the Mohave Educational Services Cooperative, Inc. Agreement, Contract#: 25L - GAI3-0203, for Sports Courts Installation, Maintenance, and Services, Interior and Exterior, Excluding Wood Flooring.

Projects shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.

Once the project has been completed, Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks and Recreation Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Mohave contract number.
- e. Purchase Order number
- f. Invoice number and date;
- g. Payment terms;
- h. Date of service or delivery;
- i. Description of materials or services provided;

- j. If materials provided, the quantity delivered and pricing of each unit;
- k. Site name(s) and service addresses associated with the contract;
- l. Applicable taxes;
- m. Total amount due.

Payment of Funds: Payment terms are net (30 days from receipt of Contractor's invoice.