

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SHADE 'N NET OF ARIZONA, INC.
FOR PRE-ENGINEERED FABRIC SHADE STRUCTURES**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation (“City”), and Shade 'N Net of Arizona, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On April 3, 2026, under a Mohave Cooperative Purchasing Agreement, Mohave Educational Services, Inc., entered into a contract with Contractor to purchase the goods and services described in the Pre-Engineered Fabric Shade Structures Contract No. 25P-Shade-0403, (“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 April 3, 2026, until the date the contract terminates on April 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 April 2, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until April 2, 2027.
 - B. The City may extend the term of this Agreement for four (4) additional 12-month 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 five hundred thousand dollars (\$500,000) 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 Sam Chiovari, Park Superintendent
 6210 W. Myrtle Ave., Suite 111, Bldg. B
 Glendale, AZ 85301
 schiovari@glendaleaz.com

and

Shade 'N Net of Arizona, Inc.
 c/o Rudy Martinez, Jr., President
 5711 W. Washington St., Suite A
 Phoenix, AZ 85043-3649
 Phone: 602-484-7911
 rudy@shade-n-net.com

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

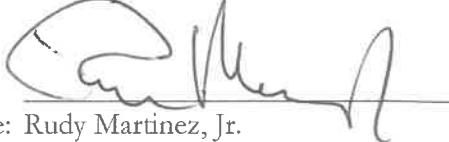
“City”

City of Glendale, an Arizona
 municipal corporation

By: _____
 Patrick S. Banger
 City Manager

“Contractor”

Shade 'N Net of Arizona, Inc.,
 an Arizona corporation

By: 
 Name: Rudy Martinez, Jr.
 Title: President

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SHADE 'N NET OF ARIZONA**

**EXHIBIT A
MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC.
PURCHASING AGREEMENT FOR PRE-ENGINEERED FABRIC SHADE STRUCTURES,
CONTRACT NO. 25P-SHADE-0403**

EXHIBIT A



Award Documents

25P-SHADE-0403 Shade 'N Net of Arizona, Inc.

25P-SHADE-0403 Award Letter	2
25P-SHADE-0403 Offer and Acceptance Form	5
25P-1118 Signed Award Recommendation	6
25P-1118 Evaluator Agreements	13
25P-SHADE-0403 Federal and State Excluded Parties Documents	15

Click section title to be taken directly to that section.

4/5/18 EH



NOTIFICATION OF AWARD LETTER

March 27, 2026

Sent this day via email to angel@shade-n-net.com jj@shade-n-net.com

Angel Elder, Office Manager
Shade 'N Net of Arizona, Inc.
5711 W. Washington St.
Phoenix, AZ 85043

Congratulations, Shade 'N Net of Arizona, Inc.'s response has been awarded a contract under IFB 25P-1118. 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 Shade 'N Net of Arizona, Inc. 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 25P-1118 is available for public inspection on March 27, 2026.

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 christina@mesc.org.

Your contract number is 25P-SHADE-0403 and will take effect on April 3, 2026.

If you have any questions regarding your new contract, please call me at (928) – 718-3220. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read 'Christina Ulman'.

Christina Ulman
Contract Specialist

NOTES ON AWARD FOR: Shade 'N Net of Arizona, Inc.

Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute and cannot be changed by Mohave. Members can go to (<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 #25P-SHADE-0403.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing limited to a single member are not acceptable.
 - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.* Send requests for pricing updates to Christina Ulman – christina@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Shade 'N Net of Arizona, Inc.
 2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to Shade 'N Net of Arizona, Inc.
 3. Shade 'N Net of Arizona, Inc. provides product/services.
 4. Shade 'N Net of Arizona, Inc. invoices member.
 5. Member pays Shade 'N Net of Arizona, Inc.
 6. Shade 'N Net of Arizona, Inc. sends Usage and Reconciliation Report to Mohave.
 7. Shade 'N Net of Arizona, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

NOTES ON AWARD FOR: Shade 'N Net of Arizona, Inc.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- 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 20th 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 20Q-SHADE-0402, and information on submitting administration fee payments. They will also 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 old contract purchases are closed:
 - Line-item purchase orders that remain open under 20Q-SHADE-0402 should be reported on 20Q-SHADE-0402 reconciliation reports until completion of the project.
 - Blanket purchase order invoices with a ship date prior to, or on April 2, 2026, should be reported on the 20Q-SHADE-0402 reconciliation report.
 - New purchase orders issued under the 25P-SHADE-0403 contract should be reported under 25P-SHADE-0403 reconciliation reports.
 - Blanket purchase order invoices with a ship date after April 3, 2026, should be reported on the 25P-SHADE-0403 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 April 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 April 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 April 3, 2026, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to April 3, 2026, **is a violation of the contract.** Please ensure that your staff is aware of the effective date April 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 Christina Ulman – christina@mesc.org no later than April 9, 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 Christina Ulman – christina@mesc.org no later than April 9, 2026.**
- **Confirm that your firm can meet this deadline or provide us with a revised projected timeline. Email this information to Christina Ulman – christina@mesc.org no later than April 1, 2026.**

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

**IFB 25P-1118
Pre-Engineered Fabric Shade Structures**

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 86-0805913

Company Name Shade `N Net of Arizona, Inc

Address 5711 W. Washington St City Phoenix State AZ Zip 85043

Telephone Number 602-484-7911

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 _____

Signature of Person Authorized to Sign Bid

Printed Name Angel Elder

Title Office Manager

Primary Email Angel@Shade-n-net.com Alternate email JJ@Shade-N-Net.com

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.

25P-SHADE-0403

This contract shall be referred to as Contract Number _____

Awarded this 27th day of March 2026.

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

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



Date: March 27, 2026

To: Lari Staples, CPPO, Executive Director

Through: Jessica Leasure, Contracts Manager

From: Christina Ulman, Contract Specialist

Subject: Award Recommendation for IFB 25P-1118, Pre-Engineered Fabric Shade Structures

On November 18, 2025, Mohave received nine (9) responses to IFB 25P-1118. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsive and responsible bidder(s). Pricing comparisons were used to develop a ranking from lowest to highest price for the bids determined to be responsive and responsible. The pricing comparisons were reviewed against the submitted price lists to verify accuracy of the pricing comparisons for all bidders.

Arizona Awning & Canvas, LLC; Arizona Recreation Design, Inc.; Dave Bang Associates, Inc.; Exerplay, Inc.; Play It Safe Playgrounds and Park Equipment, Inc.; Shade 'N Net of Arizona, Inc.; SHADE Industries Inc; Shade Structures, Inc. dba USA Shade & Fabric Structures; and Zoom Recreation, Inc. were determined to be responsive and responsible. They provided the following required information:

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

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 sources for installation of new pre-engineered fabric shade structures and repair of existing shade structures. No single bidder demonstrated the ability to effectively and efficiently meet all our members' needs for installation and repair of pre-engineered fabric shade structures.

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 pre-engineered shade structures, brand continuity for repair and replacement, and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity as referenced below, geographic areas served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

IFB 25P-1118 Award Recommendation

Awards are recommended to the responsive and responsible bidders with the four lowest costs in at least one of the pricing comparison sample jobs referenced above. Pricing comparison results from the responsive and responsible bidders follows:

Bidder	Pricing Comparison 1	Pricing Comparison 2	Pricing Comparison 3	Pricing Comparison 4	Pricing Comparison 5	Pricing Comparison 6
Arizona Awnings & Canvas, LLC	\$26,640.00	\$6,048.00	\$13,608.00	\$84,000.00	\$12,936.00	\$129,600.00
Arizona Recreation Design, Inc.	\$15,120.00	\$2,016.00	\$4,212.00	\$25,200.00	\$4,004.00	\$45,000.00
Dave Bang Associates, Inc.	\$19,137.60	\$3,968.64	\$5,747.76	\$25,584.00	\$5,463.92	No Bid
Exerplay, Inc.	\$20,720.00	\$5,370.00	\$7,410.00	No Bid	No Bid	No Bid
Play It Safe Playgrounds and Park Equipment, Inc.	No Bid	\$5,371.20	\$7,523.28	\$45,946.00	\$7,151.76	\$76,456.00
Shade 'N Net of Arizona, Inc.	\$15,120.00	\$2,016.00	\$4,212.00	\$25,200.00	\$4,004.00	\$45,000.00
SHADE Industries Inc	No Bid	\$4,269.60	\$5,744.52	\$39,960.00	\$5,460.84	\$67,032.00
Shade Structures, Inc. dba USA Shade & Fabric Structures	\$20,282.40	\$1,920.96	\$3,457.08	No Bid	\$3,286.36	No Bid
Zoom Recreation, Inc.	No Bid	\$3,690.00	\$5,821.20	\$28,608.00	\$6,135.36	\$80,820.00

Legend	Lowest	2nd Lowest	3rd Lowest	4th Lowest
--------	--------	------------	------------	------------

Note: Grey fields are No Bid, or not within the lowest four bidder range.

Pricing was determined to be fair and reasonable through review of past awarded contracts and other cooperative contracts.

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

- Arizona Recreation Design, Inc. was one of the overall lowest bidders for three (3) pricing comparisons, and the second lowest bidders for three (3) pricing comparisons. They provided for the full scope of work for pre-engineered fabric shade structures. Arizona Recreation Design, Inc., is authorized to sell/install products manufactured by Modern Shade LLC in Arizona. Their current bonding capacity is \$40,000,000.
- Dave Bang Associates, Inc. was the second lowest bidder in two (2) pricing comparisons, and fourth lowest bidder in three (3) pricing comparisons. Dave Bang Associates, Inc. bid as a dealer for Custom Canopies Hesscor. They have a large installed base of Custom Canopies products in Arizona. Their current bonding capacity is \$10,000,000.
- Exerplay, Inc. was the fourth lowest bidder in one (1) pricing comparison. Exerplay, Inc. bid as a dealer for Landscape Structures Skyways shade structures. Additional services include shade structure repair. Their current bonding capacity is \$5,000,000.
- Play It Safe Playgrounds and Park Equipment, Inc. was the third lowest bidder in one (1) pricing comparison. Play It Safe Playgrounds and Park Equipment, Inc. bid as a distributor for Superior Shade and Shelter, a manufacturer of fabric shade structures. Volume discounts are available for purchases of five or more of the same shade structure. Their current bonding capacity is \$1,500,000.
- Shade 'N Net of Arizona, Inc. was one of the overall lowest bidders for three (3) pricing comparisons, and the second lowest bidders in three (3) pricing comparisons. Shade 'N Net of Arizona, Inc. is a manufacturer that has a large installed base of their Arizona manufactured shade structures. Their current bonding capacity is \$1,000,000.

IFB 25P-1118 Award Recommendation

- SHADE Industries Inc was the second lowest bidder in one (1) pricing comparison, the third lowest bidder in two (2) pricing comparisons, and the fourth lowest bidder in one (1) pricing comparison. SHADE Industries Inc is a manufacturer that has a large installed base of their Arizona manufactured shade structures. In-house design and fabrication are included services. Their current bonding capacity is \$1,500,000.
- Shade Structures, Inc. dba USA Shade & Fabric Structures was the lowest bidder in three (3) pricing comparisons, and the third lowest bidder in one (1) pricing comparison. Shade Structures, Inc. dba USA Shade & Fabric Structures bid as a manufacturer with a large installed base of products in Arizona. Free site surveys, renderings and sun study analyses are included services. Their current bonding capacity is \$40,000,000.
- Zoom Recreation, Inc. was the third lowest bidder in two (2) pricing comparisons, and the fourth lowest bidder in one (1) pricing comparison. Zoom Recreation, Inc. is an authorized factory-direct dealer and installer for Superior Recreational Products. They offer renderings and site plans for areas with their in-house CAD designer. Their current bonding capacity is \$1,000,000.

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

The current contracts under IFB 20Q-0107 expire on April 2, 2026. It is recommended the awards under IFB 25P-1118 take effect on April 3, 2026.

It is the recommendation of the evaluation committee that contracts be awarded to Arizona Recreation Design, Inc., Dave Bang Associates, Inc., Exerplay, Inc., Play It Safe Playgrounds and Park Equipment, Inc., Shade 'N Net of Arizona, Inc., SHADE Industries Inc, Shade Structures, Inc. dba USA Shade & Fabric Structures, and Zoom Recreation, Inc., for Pre-Engineered Fabric Shade Structures.

Not recommended for award

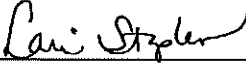
Arizona Awnings & Canvas, LLC.: The bidder was not among the four (4) lowest bidders in any of the pricing comparisons. There were no apparent price or performance requirements and/or additional benefits to substantiate award of an additional bid.

Approval of the #25P-1118 award as recommended:

Signature: 

Jessica Leasure
Contracts Manager

Date: March 27, 2026

Signature: 

Lari Staples, CPPO
Executive Director

Date: March 27, 2026



25P-SHADE-0403 Table of Contents

Shade 'N Net of Arizona, Inc.

Response to IFB 25P-1118

Tab 1A - Signed Offer & Acceptance Form and Confidential/Proprietary Submittal	4
(See document 4. 25PSHADE0403 Award Documentation for Offer & Acceptance Form.)	
Tab 1B - Amendments	No Amendments were issued for this IFB.
Tab 1C - General Terms & Conditions and Standard Terms & Conditions for Construction	8
Tab 1D - Special Terms & Conditions	33
Tab 1E - Scope of Work/Services and Specifications	43
Tab 1F - Bid Bond/Alternate Bid Security and Bonding Capacity	53
Tab 1G - Anti-Lobbying Certificate	58
Tab 1H - U.S. Department of Agriculture Form AD-1048	61
Tab 1I - EDGAR Certification	65
Tab 2A - Method of Approach	70
Tab 2B - Qualifications and Experience	77
Tab 2C - Certificate of Insurance	122
(See document 5. 25PSHADE0403 Extensions and Amendments for renewals.)	
Tab 2D - Financial Information	All financial information is kept confidential and has been removed.
Tab 2E - Manufacturer Wind Speed Specifications	127
Tab 2F - Installation Experience Documentation	231
Tab 3A - Price Proposals	See document 6. 25PSHADE0403 Pricing Summary.
Tab 4A - Supporting Contract Documents, Support and Maintenance Information	246
Tab 4B - Sample Supplemental or End-User Agreements	259
Tab 5 - Additional Information	Please call Mohave for information.

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

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

IFB 25P-1118

Bidder's Name for Pre-engineered Shade Structures:

Shade 'N Net

Mailing Address:

**5711 W. Washington Street,
Phoenix, AZ 85043**

Bid Due Date and Time:

**November 18, 2025 at 3:00 p.m.
(local Arizona time)**

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-A

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 or available information shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

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

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

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

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

Shade 'N Net of Arizona, Inc

Firm

Authorized Signature



AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

Tab 1a – No Debarment

There have been NO debarment, suspension or other lawful action taken by any federal, state or local government within the last 5 years that precludes Shade 'N Net of Arizona or its employees from bidding or participating in any public procurement activity.

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-B

(No Amendments)

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-C

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 (twelve) 12-month period.

General Terms and Conditions
(Place after Tab 1c)

4.6. Cancellation for non-performance or contract vendor deficiency: Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term, or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

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

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

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

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

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

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

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

5. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

General Terms and Conditions
(Place after Tab 1c)

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

6. CERTIFICATION

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

- a) Bidder has examined and understands the terms, conditions, scope of work, specifications, and other documents in this solicitation.
- b) The submission of the bid did not involve collusion or other anticompetitive practices, and that the bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) had or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- c) Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- d) Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- e) Bidder agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- f) Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).
- g) Bidder is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
- h) If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.
- i) If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- j) If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age, or national origin (including language minority individuals).
- k) Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify employee eligibility verification program.
- l) Bidder shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in and agree that for the duration of the contract to not engage in, a boycott of Israel.
- m) If applicable to the products and services offered under this contract, Bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.
- n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the bidder entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

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

General Terms and Conditions
(Place after Tab 1c)

Information shall be withheld or disclosed. Requests to deem the entire bid as confidential will not be considered.

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

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

8. CONFIRMATION

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

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

9. CONTRACT MANAGEMENT

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

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

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

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

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

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

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

General Terms and Conditions
(Place after Tab 1c)

issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

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

9.9. Order cycle overview:

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

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice, or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

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

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

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

General Terms and Conditions
(Place after Tab 1c)

successful bidder from reasonable services required to ensure successful performance under the contract.

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

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

10. COOPERATIVE PURCHASING

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

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

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

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

11. ESTIMATED QUANTITIES

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

12. EVALUATION and AWARD

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

General Terms and Conditions
(Place after Tab 1c)

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

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

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

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

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

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

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

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

12.8. Price workbook: All bidders must complete the 25P Pre-Engineered Fabric Shade Structures workbook titled "**25P Pre-Engineered Fabric Shade Structures WB.xlsx**". Failure to complete and submit the 25P Pre-Engineered Fabric Shade Structures workbook shall render your bid nonresponsive. The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files, pricelists, and/or catalogs (as applicable) uploaded to OpenGov Procurement. In addition, a PDF copy of the Summary Sections 1-6 worksheets shall be submitted after Tab 3a with your bid. If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

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

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

General Terms and Conditions
(Place after Tab 1c)

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

13. FEDERAL and STATE REQUIREMENTS

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

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

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

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

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

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

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

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

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

General Terms and Conditions
(Place after Tab 1c)

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

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

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

General Terms and Conditions
(Place after Tab 1c)

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 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. This provision applies to all food purchases paid from the nonprofit school food services account.

General Terms and Conditions
(Place after Tab 1c)

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

14. FORCE MAJEURE

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

15. INDEMNIFICATION

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

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

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

General Terms and Conditions
(Place after Tab 1c)

16. LICENSES

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

17. BID ACCEPTANCE PERIOD/WITHDRAWAL

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

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

18. ORDER OF PRECEDENCE

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

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

19. ORDERING CYCLE

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

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

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

19.4. Open Order/Unresolved Invoice Report: 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.

General Terms and Conditions
(Place after Tab 1c)

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

20. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

General Terms and Conditions
(Place after Tab 1c)

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.

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.

General Terms and Conditions
(Place after Tab 1c)

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 (<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.

General Terms and Conditions
(Place after Tab 1c)

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.

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.

General Terms and Conditions
(Place after Tab 1c)

31. TIME (DEFINITION OF)

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

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

1. BID SECURITY

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

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

2. CHANGE ORDERS

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

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

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

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

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

3. CONSTRUCTION CONTRACTS

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

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

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.

Standard Terms and Conditions for Construction
(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.
- 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.

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

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.

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

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.

Standard Terms and Conditions for Construction
(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 close out 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.

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

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

18. RULES, REGULATIONS AND CODES

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

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

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

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

19. SURETY COMPANIES

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

20. WORKSITE

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

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

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

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

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

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

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

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

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

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-D

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 **\$300,000. Place after Tab 1f.** Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

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

If the letter provided by your bonding agency is not signed, has conflicting or missing information, and/or is not provided in your bid, it shall render your bid non-responsive.

3. DELIVERY

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

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

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

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

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

Special Terms and Conditions
(Place after Tab 1d)

4. FORM OF CONTRACT

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

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

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

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

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

5. INSTALLATION

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

6. INSURANCE

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

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

- General Liability
- Automobile liability
- Umbrella or Excess Liability (*If needed to meet aggregate amount*)
- Workers' Compensation

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, or member requested additional coverage(s) [NOTE: only use if additional coverage requirements below are included], shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, or providing additional coverage(s) [NOTE: only use if additional coverage requirements below are included], 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

Special Terms and Conditions
(Place after Tab 1d)

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.

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.

Special Terms and Conditions
(Place after Tab 1d)

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

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

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

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

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

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

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

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

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

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

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

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

Special Terms and Conditions
(Place after Tab 1d)

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

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

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

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

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

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

Special Terms and Conditions
(Place after Tab 1d)

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: 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.

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.

Special Terms and Conditions
(Place after Tab 1d)

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.

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.

Special Terms and Conditions
(Place after Tab 1d)

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 twelve (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;
- 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.)

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-E

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

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for pre-engineered fabric shade structures 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 October 20, 2025 is included in the attachment titled, *IFB 25P-1118 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, materials, and/or brands. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

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

- Specification 1.1.03 requires an awarded contract vendor to have and maintain a current Arizona Registrar of Contractors license and/or 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, B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, C-3/CR-3 Awnings, Canopies, Carports and Patio Covers, or CR-5 Restricted by Registrar (to allow installations of fabric shade structures) license from the Arizona Registrar of Contractors**. Provide a copy of the Arizona Registrar of Contractors license held after Tab 2b. For those bidders submitting under a CR-5 license, provide proof that the restricted license allows installations of fabric shade structures.
- 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.
- Leasing services are not requested and shall not be allowed under an awarded contract.

Six (6) contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from March 10, 2021, including year to date activity (as of the publication date of this IFB) is \$22,610,678. 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.

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

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Invitation for Bid Issued	Monday, October 20, 2025
Pre-bid Conference Held (non-mandatory)	Tuesday, November 4, 2025, at 10:00 a.m. (local AZ time) Pre-bid conference will be held using teleconferencing. Please contact Mohave for reservation details.
Deadline for Questions	Tuesday, November 11, 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	Tuesday, November 18, 2025, at 3:00 p.m. (local AZ time)
Public Opening of Bids	Tuesday, November 18, 2025, at 3:00 p.m. (local AZ time)
Notice of Intent to Award (estimated date only)	Monday, February 2, 2026 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (estimated date only)	Friday, April 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.

Scope of Work
(Place after Tab 1e)

5. AWARD CRITERIA

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

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

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, manufacturer specifications confirming International Building Code wind gust compliance, and confirming that sealed drawings meet the minimal International Building Code requirements;

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, and additional information.*

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

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

Arizona Executive Orders (**A.E.O.**): <https://azgovernor.gov/executive-orders>

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

Code of Federal Regulations (**CFR**): <https://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/>

Scope of Work
(Place after Tab 1e)

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

Advancing Standards Transforming Markets International (**ASTM**): www.astm.org

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

American National Standards Institute (**ANSI**): <https://www.ansi.org/>

American Welding Society (**AWS**): www.aws.org

Americans with Disabilities Act (**ADA**): <https://www.ada.gov/>

Consumer Product Safety Commission (**CPSC**): <https://www.cpsc.gov/>

International Building Code / International Code Council (**IBC**):
<https://codes.iccsafe.org/content/IBC2024V1.0>

International Organization for Standardization (**ISO**): <https://www.iso.org/home.html>

National Fire Protection Association (**NFPA**): www.nfpa.org

U.S. Green Building Council (**LEED**): <https://www.usgbc.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 provide custom and standard pre-engineered shade structure(s) as requested by member.	X	
1.1.02 Contract vendor may offer repair, emergency repair, installation, and temporary pre-engineered fabric shade structure services.	X	
1.1.03 Contract vendor shall have a current and maintain through the life of an awarded contract one of the following Arizona Registrar of Contractors licenses: Arizona contractor's A – General Engineering, B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, C-3/CR-3 Awnings, Canopies, Carports and Patio Covers, or CR-5 Restricted by Registrar (to allow installations of fabric shade structures) and/or to utilize subcontractors with a similar license from the Arizona Registrar of Contractors. <i>Provide a copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6). For those bidders submitting under a CR-5 license, provide proof that the restricted license allows for installation of fabric shade structures. (See Primary Vendor Information- Qualifications and Experience, Question 6).</i>	X	

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

Specifications	Comply	Exception/ Deviation*
1.1 General Specifications (Cont'd.)		
1.1.04 Bidders that are in the license application process shall provide evidence of application. An awarded contract will be contingent on a successful award of one of the following licenses: A-General Engineering, B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, C-3/CR-3 Awnings, Canopies, Carports and Patio Covers, or CR-5 Restricted by Registrar (to allow installations of fabric shade structures) 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	
1.1.05 Contract vendor may offer services specific to the scope of work and specifications, that can include, but not be limited to: consulting, design, and engineering. <i>Pricing for these services shall be included in the pricing workbook. Services provided at "No Charge" should be provided in (Tab 2a, Question #1e) Value-added Services.</i>	X	
1.1.06 Contract vendor shall obtain all permits required for a pre-engineered fabric shade structure project. Contract vendor is allowed to pass-thru permit costs (at actual cost) to member.	X	
1.1.07 Contract vendor shall accomplish all work in accordance with the material and/or equipment manufacturer's instructions and all current applicable federal, state, and local laws and codes.	X	
1.1.08 All products, equipment, materials, and safety surfaces shall comply with all current applicable ADA, ANSI, ASTM, CPSC, FSC, IBC, ISO, and LEED standards.	X	
1.1.09 Contract vendor shall ensure all work areas that pose a safety hazard are properly identified and secured at all times.	X	
1.1.10 All materials furnished under the contract shall be of the latest design, from known manufacturers of the materials, and free from defect.	X	
1.1.11 Sealed engineered drawings shall be approved by member prior to starting any work and provided to member once the project is complete.	X	
1.1.12 In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines, and any overhead obstructions, as applicable.	X	
1.1.13 Contract vendor's personnel may be permitted to use toilet facilities on the premises subject to approval from member. In the event none are available, contract vendor shall, at their expense, provide portable facilities.	X	
1.1.14 Contract vendor shall coordinate with member to be granted access to any required areas during the course of the project.	X	
1.1.15 Contract vendor's personnel, equipment, materials, and tools shall be confined to the project area so as not to interfere with member.	X	
1.1.16 Contract vendor shall not build upon or conceal unsuitable or defective substrates or mounting areas. Contract vendor will stop the project and notify member of unsuitable or defective substrates or mounting areas.	X	
1.1.17 When any aspect of a project is not covered by a specification, building code or standard, the minimum standard for good and workmanlike construction shall be established. Minimum standard shall include usage, procedures, and acceptable industry practices prevailing in the United States.	X	

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

Specifications		Comply	Exception/ Deviation*
1.1	General Specifications (Cont'd.)		
1.1.18	Contract vendor, where practicable, shall accomplish the project in a manner to match adjacent shade structure work in the same area or same elevation. Contract vendor will not adjust or alter in any manner member's existing shade structure without prior written approval from member.	X	
1.1.19	Contract vendor shall provide standard and custom pre-engineered fabric shade structures in a variety of forms and shapes including, but not limited to: circle, flower, hexagon, rectangle, octagon, square, and triangle.	X	
1.1.20	Shade structures shall meet all current applicable federal, state, and local codes and standards.	X	
1.1.21	Shade structures shall be engineered to withstand minimum wind loads per current applicable IBC and/or local building codes, whichever is greater. <i>Specific questions pertaining to compliance with wind load and engineering documentation requirements are found in Qualifications and Experience, Question 7.</i>	X	
1.1.22	Shade structures and structure components shall be treated to prevent corrosion and be warrantied against structural failure.	X	
1.1.23	Contract vendor shall ensure shade is securely fastened to the ground or other appropriate structure. Contract vendor shall bolt or embed the structure's steel components in reinforced concrete footings.	X	
1.1.24	Certified welders shall complete shop and field welding in accordance with current applicable AWS standards and local codes.	X	
1.1.25	Leasing is not requested in this solicitation.	X	
1.2	Fabric Specifications		
1.2.01	Fabric canopies shall be available in a variety of colors, patterns, and designs.	X	
1.2.02	Fabric shall meet the current applicable ASTM and NFPA fire resistance standards.	X	
1.2.03	Fabric material shall be constructed using a knitting process with ultraviolet (UV) stabilizer thread. Fabric shall be resistant to runs and tears; and mildew and fade resistant. Fabric shall not crack in temperatures as low as -20°F.	X	
1.2.04	Fabric materials and colors shall have, as a minimum, a UV protection factor of 70%. Fabric material shall allow for a temperature reduction of 15%. Fabric weave shall be porous to allow for escape of hot air and be water repellent.	X	
1.2.05	Evidence from a licensed testing facility that shade fabric has met specifications including, but not limited to: UV protection, density, stretch and effects of aging shall be provided to member upon request.	X	
1.3	Steel Structure Specifications		
1.3.01	Contract vendor shall provide steel structures in various designs dependent upon site and member need.	X	
1.3.02	Steel structures shall be available in a variety of sizes and in various combinations, ranging from, but not limited to: 8' x 8' up to 64' x 64'.	X	
1.3.03	Steel structures shall be available in various entry heights ranging from, but not limited to: 7' up to 18'.	X	
1.3.04	Structures manufactured with rolled steel, cold-formed, or seamless steel tubing shall meet or exceed current applicable ASTM Standards.	X	
1.3.05	Hardware used to mount structure to footings shall meet current applicable ASTM Standards.	X	

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

Specifications	Comply	Exception/ Deviation*
1.3 Steel Structure Specifications (Cont'd.)		
1.3.06 Tension cables shall be galvanized steel 7 strand / 19 wire. Diameter of cable used shall be dependent upon load specification and range from ¼" to ½".	X	
1.3.07 All steel components shall be powder coated with an outdoor UV inhibited, weather resistant polyester powder 3.0 mils or thicker.	X	
1.3.08 Shade structures and structure components shall be treated to prevent corrosion and be warrantied. Industry standard warranties are: a minimum of twenty (20) years for steel components against structural failure, and fifteen (15) years for fabric components.	X	
1.4 Concrete Footing Specifications		
1.4.01 Concrete shall meet current applicable ACI standards.	X	
1.4.02 Concrete footings shall be reinforced with rebar. Footings with bolt-down hardware are preferred.	X	
1.4.03 Concrete footings shall be designed and constructed to meet soil conditions, structure span, structural load, height, and current applicable building codes.	X	
1.4.04 Ancillary concrete work for sidewalks, pads, or other forms shall not be allowed under this contract.	X	
1.5 Installation Specifications		
1.5.01 Contract vendor shall provide labor, materials, tools, and equipment to install pre-engineered shade structures to include, but not be limited to: steel frame and support columns, fabric shade canopy(ies), fasteners and hardware, concrete foundations, or footings.	X	
1.5.02 Contract vendor shall ensure installation(s) comply with ASCE, AISC, ASTM, IBC and local building codes, including wind and snow load requirements.	X	
1.6 Inspection and Repair Specifications		
1.6.01 Contract vendor shall provide all labor, materials, tools and equipment required to inspect, assess, and repair components of pre-engineered fabric shade structures, including but not limited to: steel framing (columns, beams, rafters), fabric membrane, hardware and tensioning systems, anchors and footings, and protective coatings and finishes.	X	
1.6.02 Replacement of products are requested in this solicitation.	X	

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

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

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

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

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

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

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

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

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-F

Bid Bond
(Place after Tab 1f)

Bond# ACC006006360

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shade N Net of Arizona, Inc.

(hereinafter called Principal), as Principal, and Allegheny Casualty Company

a corporation organized and existing under the laws of the State of New Jersey, with its principal office in the city of Newark, (hereinafter called the

Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Oblige) in the amount of \$100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pre-Engineered Fabric Shade Structures.

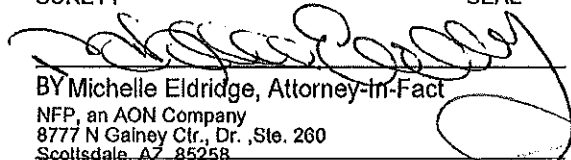
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful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

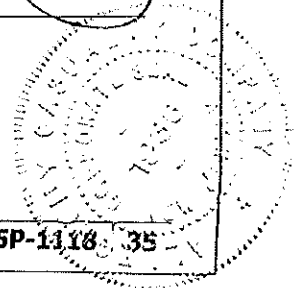
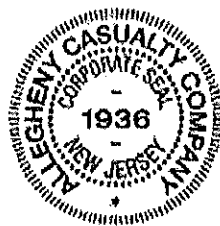
The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 4th day of November, 2025.

Shade N Net of Arizona, Inc.
PRINCIPAL SEAL

BY
Allegheny Casualty Company
SURETY SEAL


BY Michelle Eldridge, Attorney-in-Fact
NFP, an AON Company
8777 N Gainey Ctr., Dr., Ste. 260
Scottsdale, AZ 85258
AGENCY OF RECORD





Bond # ACC006006360

One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207

PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Susan Bulman-Ditchkus, Lourdes Scheel, Daryl LaForge, John P. Hyland, Thomas J. Henn, Robert F. Laing, Michael D. Lapre, Phillip Simons, Esteban Flores, Rosita Friedtk, Belinda Johnson, Michelle Eldridge, Michael Simons, J.C. Shively, Renee A. Manny, Jennifer S. Vanat, Kevin J. Garrity, Casey W. LaChapelle, Maddalena Bucciero, Thomas R. Tyrrell, Christopher Terzian, David W. Cooper, Mark C. Nickel, Ihab Loubieh, Lisa Betancur, Caitlyn Magennis, Donna M. Borja, Maria D. Rufino, Lauren Casey Alexander, Taryn Chester, Artyce Johnson

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, ALLEGHENY CASUALTY COMPANY has executed and attested these presents on this 31st day of December 2021



STATE OF NEW JERSEY
County of Essex

Signature of Robert Kersnick
Robert Kersnick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Signature of Michele A. Aleman
Michele A. Aleman, a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 4th day of November 2025

Signature of James Portman
James Portman, Secretary



November 4, 2025

To Whom It May Concern:

RE Shade N Net of Arizona, Inc. - Phoenix, AZ
Bonding

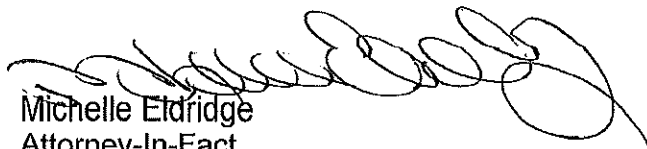
Allegheny Casualty Company is the surety of record of Shade N Net of Arizona, Inc. Allegheny Casualty is an A- rated insurance company with financial size category of VI by Best's Credit ratings. Allegheny Casualty Company is an approved surety on the US Government Treasury list.

Shade N Net of Arizona, Inc. is an account in good standing with its agent, NFP, an AON Company and has not had a bond claim in the past five (5) years. Shade N Net of Arizona has a bonding capacity of \$1,000,000 for any single project with an aggregate of \$1,000,000 with Allegheny Casualty Company.

This letter is offered as a reference only at this time and is not a commitment to writing bonds or incurring any liability. It is premature to offer a commitment for bonding without the benefit of contract terms and completing the due diligence underwriting required as any arrangement for bonds is a matter between Shade N Net of Arizona, Inc. and the surety at the time of the bond request.

We are pleased to share with you our favorable experience and high regard for Shade N Net of Arizona, Inc.

Sincerely,



Michelle Eldridge
Attorney-In-Fact

Delivery Confirmation for Mohave Bid Bond

tools.usps.com/go/TrackConfirmAction?qt_c_tlLabels1=9505512375865310548978

Imported E-Verify2 Time Clock ADP RUN Machine Identificat... AT&T Brown & Brown Ins... PayTrace Weeklysafety.com

Tracking Number:
9505512375865310548978

Copy Add to Informed Delivery

Latest Update
Your item was delivered in or at the mailbox at 12:17 pm on November 8, 2025 in KINGMAN, AZ 86401.

Delivered
Delivered, In/At Mailbox
KINGMAN, AZ 86401
November 8, 2025, 12:17 pm
[See All Tracking History](#)
[What Do USPS Tracking Statuses Mean?](#)

Get More Out of USPS Tracking:
 USPS Tracking Plus®

Text & Email Updates

USPS Tracking Plus®

Product Information

Postal Product:
Priority Mail®

Features:
USPS Tracking®
Up to \$100 Insurance Included. Restrictions Apply ⓘ



Offerer: Shade 'N Net of Arizona Inc
5711 W. Washington Street
Phoenix, AZ 85043
IFB 25P-1118 BID BOND
Due: Tuesday, November 18, 2025 at 3:00pm

"An American Leader in Sun/UV Protection"

Mohave Educational Services Cooperative, Inc.
211 N 7th St
Kingman, Arizona 86401

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-G

**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.

Shade 'N Net of Arizona, Inc.
(Firm Name)



Angel Elder
(Signature)

Angel Elder
(Print Name)

Office Manager
(Print Title)

11/14/2025
(Date Certified)

AN AMERICAN LEADER IN SUN/UV PROTECTION



TAB 1G – OMB Form LLL (Not Applicable)

Shade 'N Net declares that:

No funds of any kind 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.

As such, the OMB standard form LLL, Disclosure of Lobbying Activities, is *not applicable* to this document or bid submission.

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-H

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

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

(Read Instructions on Page Two (RFP Page 18) 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.

Shade 'N Net of Arizona, Inc

IFB# 25P-1118

Organization Name

PR/Award Number or Project Name

Angel Elder, Office Manager

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



Angel Elder

11-17-2015

Signature(s)

Date

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) 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 17) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this 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.

AN AMERICAN LEADER IN SUN/UV PROTECTION



Tab 1h – Explanation from any Lower Tier Participants (Not Applicable)

Shade 'N Net of Arizona, is able to certify itself according to the Form AD-1048 form as a prospective lower tier participant. Also, Shade 'N Net of Arizona does not have any lower tier participants beneath our tier which are unable to certify to any of the statements in the United States Department of Agriculture certification form located under Tab 1h therefore no explanation is necessary.

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 1-I

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
 - b. competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

EDGAR Certification
(Place after Tab 1i)

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)
- 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

EDGAR Certification
(Place after Tab 1i)

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.

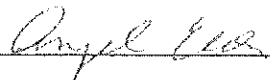
- W. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. Contract vendor agrees that they will not provide equipment systems or services that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.
- 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: Shade 'N Net of Arizona, Inc

Mohave Solicitation Number: IFB 25P-1118

Printed Name: Angel Elder

Authorized Signature:  _____

Date: 11/14/2025

Title: Office Manager

E-Mail: Angel@Shade-n-net.com

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 2-A

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:

We have a 5-man sales team, a 2-person accounting team, and a 9-man production team in addition to our in-house manufacturing team, office staff, and factory-trained install crews who specifically serve our Mohave clients. Mohave members can contact any sales team member via our main office number or toll-free number, or via their cell phone numbers. Everyone is aware of the importance of our Mohave clients and delivery deadlines. See following pages for more information.

The company president is consulted regularly on pricing to double check the best possible product and accurate pricing is provided to members. Once per month, Accounting goes through Open Orders Report and reviews with the Owner.

- b. Communication process with Mohave and its members:

We have a great relationship with Mohave and its members and have for 25 years. Our Sales Team communicates extensively with our Mohave members on a regular basis currently. Our Office Team communicates with Mohave staff throughout the contract year to discuss price breakdowns during purchase order review, as well as when additions are requested by members for items that are not currently on the pricelist.

Mohave Members have full access to our sales teams' cell phone numbers for quickest response time but can also call our office number for assistance.

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

Delivery time is usually around 4-6 weeks for manufacturing to occur. When City Permits are required, the lead time becomes more like 6-9 weeks in advance, but permit timing is determined by the City.

Shade 'N Net has no control over municipal delays and therefore timing for those projects cannot be controlled.

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

New employees regardless of role, are explained the terms and regulations of the Mohave contract and the inner workings of the process, pricing, documentation, and expectations such that even new salespeople can speak with authority and knowledge when a Mohave member calls. Everyone is aware of the importance of our Mohave clients and delivery deadlines.

Our employees all have some role in creating and supporting Mohave, so it's important that each understands the nuances of Shade 'N Net being a Mohave Vendor.

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

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

We offer free consultations, quotes, site visits, designs, renderings, shade studies, and we undergo intensive 3rd-party certification audits to ensure purchasing peace of mind for Mohave members.

We utilize an internal quality control program that ensures that all products delivered and installed at Mohave members' locations are up to all local code requirements, are engineer-designed, and installed by factory-employed professional installation crews.

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

The sales team will make sure Mohave pricing is quoted only to members when potential buyers are requesting estimates and pricing by asking if they are Mohave Members and if not a member, educating them on the benefits of becoming a member. If a member requests a product that is not currently on our contract, we reach out to our Mohave Contract Administrator and request if it can be added such that we can meet members' needs as they arise. We only proceed with the requested product or service, if/when it's approved.

In fact, as an added measure, we have added a check-box to our own proposal and contract documents to ensure that only Mohave members receive the benefits of this bid solicitation.

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

No limitations to the types of members we will provide services to.

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

Yes _____ 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?

Our employees will perform as much of the work as possible regardless of location, however as general rule, our goal is to operate efficiently for the benefit of the members. The work we subcontract out (only as needed) includes local equipment rentals with its operator when special licensing or training is required such as large crane with crane operator. Also, drill rig for hard dig sites or excessively large footings are needed; concrete saw cutting before our crew arrives to save time and interruption at members' jobsites; and for significant amounts of soil removal.

The maximum amount of work we would subcontract out be approximately \$15,000.00 for larger projects with multiple structures.

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.

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

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

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

We try to absorb any pricing increases during the contract year to prevent passing them along to Mohave Members. However, any unforeseen supply issues that significantly affect pricing where we would lose money for extended times, would obviously need to be addressed. Otherwise, we do not anticipate the need to make economic adjustments. We have both increased as necessary, and decreased as able, our Mohave prices during previous renewal times to ensure ours remains lowest possible pricing for Members but these changes are usually minimal.

4. Indicate if your bid is regional or statewide: Regional _____ Statewide _____
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 on the next page to include the following:

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

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	2%	All	All
Cochise	0%	All	All
Coconino	3%	All	All
Gila	3%	All	All
Graham	0%	All	All
Greenlee	0%	All	All
La Paz	0%	All	All
Maricopa	73%	All	All
Mohave	5%	All	All
Navajo	1%	All	All
Pima	5%	All	All
Pinal	5%	All	All
Santa Cruz	0%	All	All
Yavapai	1%	All	All
Yuma	2%	All	All

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

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

Choose one of the three options below:

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

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

We try to absorb any pricing increases during the contract year. However, any unforeseen supply issues that significantly affect pricing where we would lose money for extended periods, would need to be addressed. We would be happy to include any price increase letters/invoices to Mohave for mid-year increases affecting bulk numbers of our products. Otherwise, we plan to do only do price review/adjustments once per year at annual Contract renewal. We have both increased and decreased our Mohave prices during previous renewal times to ensure ours remains lowest possible pricing for Members.

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'N Net

IFB 25P-1118 SUPPLEMENTAL INFORMATION – METHOD OF APPROACH PROJECT PLAN

1. Shade 'N Net has been manufacturing and installing a variety of top-quality shade structures in various sizes, shapes and colors for 30 years and feels grateful to have had three decades of experience with fulfilling the specific shade canopy needs of Mohave members. We plan to continue working closely with Mohave members to understand their purposes for shade and fulfill those needs with our best recommendations and quality workmanship and products.

In addition to our sales team, Shade 'N Net has multiple internal personnel who specifically work with our Mohave members. We employ Annalie Badenhurst in our accounting department to stay on top of accounting for Mohave members along with their invoicing and collections. Next, we have Angel Elder who oversees any maintenance on the structures if necessary and manages personnel. Next, Rudy Martinez, the President/CEO, and JJ Orlando, our Vice President, oversee all salespeople and reviews pricing. Finally, we have Karl Stone, Amber Moncayo and Jen Cassera oversee all manufacturing, production and installation processes. All projects that are submitted for quote, and orders that are placed, and the accounting/billing of each order, is given special attention.

We are proud to say that our Sales Team communicates extensively with our Mohave members on an almost daily basis currently. Mohave Members have full access to our sales teams' cell phone numbers for quickest response time but can also call our office number for assistance. Rudy is consulted regularly on pricing to double check the best possible product and accurate pricing is provided to members. Our Office Team communicates with Mohave staff throughout the contract year as additions are requested by members for items that are not currently on the pricelist. Once per month, Annalie goes through Open Orders Report and reviews with Rudy.

Delivery time is usually around 4-6 weeks for manufacturing to occur. When City Permits are required, the lead time becomes more like 6-9 weeks in advance but permit timing is determined by the City. Shade 'N Net has no control over municipal delays and therefore timing for those projects cannot be controlled.

Training at Shade 'N Net begins when we hire new employees and continues to evolve as the Mohave contract evolves. New employees are explained the terms of the Mohave contract and the inner workings of the process, pricing, documentation, and expectations such that even new sales people can speak with authority and knowledge when a Mohave member calls. We notify our sales team of changes with any annual renewals, we discuss new products that have been added during a contract term, and we address any action that may cause members of the Mohave organization to have

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

questions such as when a mistake has been made. We do this so that all may learn from it. Our employees all have some role in creating and supporting Mohave members, so it's important that each understands the nuances of the relationship and responsibilities Shade 'N Net has with Mohave. Everyone is made aware of the importance of our Mohave clients and delivery deadlines.

As for our value-added services, we offer free consultations, free quotes, free site visits, and we undergo intensive 3rd-party certification audits to ensure purchasing peace of mind for Mohave members. They can verify all our processes. We utilize an internal quality control program that ensures that all products delivered and installed at Mohave members' locations are up to all local code requirements, are engineer-designed, and installed by factory-employed professional installation crews.

All of the products that we offer are part of this bid, plus we are willing to add structure types that are not already part of this bid, as the need arises. However, if any item were to be excluded from the list upon awarding the contract, the Shade 'N Net management team would take every precaution to ensure that all sales staff is fully aware of the item excluded. The sales team will also make sure to educate any potential participants who are not already part of the Mohave Cooperative, about the Mohave contract as an option and take every step possible to ensure they understand the pricing difference. The sales team will make sure Mohave pricing is quoted only to members when potential buyers are requesting estimates and pricing. In fact, as an added measure, we have added a checkbox to our own proposal and contract documents to ensure that only Mohave members receive the benefits of this bid solicitation.

AN AMERICAN LEADER IN SUN/UV PROTECTION



TAB 2-B

**Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d, 2e & 2f – 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/93D9LTW>

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>Scottsdale Unified School District</u>	<u>City of Tempe Parks and Recreation</u>
<u>Phoenix Union High School District</u>	<u>Paradise Valley Unified School District</u>
<u>Chandler Unified School District #80</u>	<u>Peoria Parks & Recreation Dept</u>
<u>Chandler Parks & Recreation</u>	<u>Deer Valley School District</u>

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

6. **Place after Tab 2b:** Provide copy(ies) of current Arizona Registrar of Contractors license(s) A – General Engineering, B-1 General Commercial Contractor, B-2 General Small Commercial Contractor, C-3/CR-3 Awnings, Canopies, Carports and Patio Covers, or CR-5 Restricted by Registrar (to allow installations of fabric shade structures) license from the Arizona Registrar of Contractors held by your company (Specification 1.1.03 requirement). For those bidders submitting under a CR-5 license, provide proof that the restricted license allows installations of fabric shade structures. If applicable, provide a copy of the Arizona Registrar of Contractors application receipt with pending number (Specification 1.1.04 requirement).
7. The *2024 International Building Code (IBC)* provides a definition in Chapter 2, Definitions for a Tensile Membrane Structure (e.g. Shade Structure), as being "A membrane structure having a shape that is determined by tension in the membrane and the geometry of the support structure. Typically, the structure consists of both flexible elements (e.g. membrane and cables), nonflexible elements (e.g. struts, masts, beams, and arches) and the anchorage (e.g. supports and foundations). This includes frame-supported tensile membrane structures." These structures are further defined in IBC Chapter 16, Table 1604.5 to be classified as Risk Category Type II buildings or other structures. The ultimate design wind speeds for Risk Category II buildings and other structures are shown in Figure 1609.3(1). Provide answers and evidence that the shade structures being provided in your bid meet the following requirements:
- a. At a minimum, entire shade structure can withstand a 3-second wind gust speed of 110 MPH. Provide shade structure manufacturer specifications that clearly state that the structures being bid meet or exceed the requirements of the *2024 International Building Code*. **Place manufacturer specifications after Tab 2e.**
Please find our Manufacturer Specifications confirming a 3-second wind gust speed of 110 MPH under Tab 2e.
- b. Your sealed engineering drawings shall provide the minimal information required in *2024 International Building Code* Chapter 16, Section 1603 Construction Documents. **Confirm that the sealed drawings provided meet the minimal information required.**
Please see following pages for signed letter from our in-house structural engineer, answering these items. Also, find a set of Sealed Engineering Calculations and drawings as evidence. We confirm that the sealed drawings provided meet the minimal information required. Drawings under Tab 2e.
8. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.
9. **Place after Tab 2e:** Contract vendor shall provide Manufacturer specifications demonstrating wind speed tolerance.
10. **Place after Tab 2f:** Contract vendor shall demonstrate that they are experienced in providing and installing pre-engineered fabric shade structures. The pre-engineered fabric shade structures project presented shall include pictures and descriptions of the fabric shade structure and where your firm has installed the pre-engineered fabric shade structure.

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

IFB 25P-1118 QUALIFICATIONS & EXPERIENCE

1. Since October of 1995, Shade 'N Net has been manufacturing, supplying and installing custom, high quality, affordable shade systems since the beginning. We offer standard and custom-ordered fabric shade structures. We supply and install for clients in Arizona and the southwestern U.S., in addition to supplying our product throughout the rest of the country through a network of authorized distributors.

With 30 years in this industry, Shade 'N Net has become Arizona's largest manufacturer / supplier of shade structures and has enjoyed serving Arizona schools, municipalities, and Parks and Recreation departments. We have structures installed at nearly every school district in the state. We find that by understanding each client's needs, we can better serve them and when they are satisfied with us, they call us back for their next shade structure order. Repeat customers is the greatest compliment.

Shade 'N Net has proudly called Phoenix, Arizona its home since its inception, and Rudy Martinez, the President/CEO still actively runs the business and is involved daily with Mohave orders that come in. He welcomes any member to take a tour of our facility.

Our key personnel are: Rudy Martinez, President, with over 35 years of manufacturing experience and over 30 years of management experience. JJ Orlando, Vice President, has over 30 years of Business Development experience. George Johnson, Salesman, who has 20 years of shade industry experience, mainly in sales, planning and permit processing. Angel Elder, Office Manager, has 30 years experience in business and personnel management. Karl Stone has over 30 years of experience in engineering, manufacturing and production supervision. So much experience in our team ensures unmatched quality for Mohave members.

As sole owner of Shade 'N Net, Rudy Martinez is authorized to submit a bid for this upcoming Mohave Contract year. All of the products and services that we offer on this contract are manufactured here in our own plant in Phoenix and can be provided if awarded another contract. As Office Manager, Angel Elder is an authorized representative for Rudy Martinez to sign on and submit this bid on behalf of Shade 'N Net.

Shade 'N Net can confirm provide the products/services in this bid, if awarded. We manufacture and sell our own products. We can and have, supplied to any and all entities, including but not limited to, school districts, state, county, and municipal governments and community colleges.

Shade 'N Net Corporate Office • 5711 W. Washington, Phoenix, AZ 85043
Toll Free 1-800-290-3387 • Office 602-484-7911 • Fax 602-484-7919 • www.Shade-N-Net.com

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

Shade 'N Net can confirm provide the products/services in this bid. We have no limitations whatsoever in selling to any member types. There is no pricing difference for different member types.

All Shade 'N Net fabric shade structures and sail systems exceed the industry and building standards. As evidence of that, we pass a thorough, annual, independent examination of our materials, our manufacturing processes, welding certifications and safety record to earn the certification as an *Approved Steel Fabricator* for Clark County, NV; Los Angeles County, and City of Phoenix. (See following pages.)

2. There has been no past or pending litigation nor mediation involving our products or services in the last 5 years.

Continued on next page...

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

3. A Full size copy of our W-9 can be found after these pages.

Form W-9 (Rev. October 2010) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		Give Form to the requester. Do not send to the IRS.
1. Have (or expect) your income tax return to be subject to backup withholding, or not? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
2. Business name (do not check this box if different from above)				
3. Check appropriate box(es) to indicate the classification of the person whose name is listed on line 1. Check only one of the 4 boxes in each column.				
<input type="checkbox"/> Individual (sole proprietor or single-member LLC)		<input type="checkbox"/> Corporation		<input checked="" type="checkbox"/> Partnership
<input type="checkbox"/> Government contractor or subcontractor		<input type="checkbox"/> Trust (do not check this box)		<input type="checkbox"/> Beneficiary of a trust (do not check this box)
4. Complete (where applicable) to certain entities, not individuals, to be subject to backup withholding.				
5. Address (do not check this box if different from above)				
6. City, state, and ZIP code				
7. Tax-exempt organization (do not check this box)				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The IRS provided this information to you 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 a single-member LLC, see the instructions for Part I later. For other individuals, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later. Note: If the (SSN) or EIN registration one name, see the instructions for line 1. Also see What Matters Most Number To Give the Requester for guidelines on which number to enter.				
Social security number		or Employer identification number		
8 6 - 0 8 0 5 9 1 3		8 6 - 0 8 0 5 9 1 3		
Part II Certification Under penalties of perjury, I certify that:				
1. The number entered on this form is a correct taxpayer identification number (or I am waiting for a number to be issued to me), and				
2. 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				
3. I am a U.S. citizen or other U.S. person (defined below), and				
4. The FATCA number entered on this form (if any) either does not apply or 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 to a qualified lender, acquisition 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	
	[Signature]		4-17-2025	
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 .				
Purpose of Form An individual or entity that Form W-9 requested information to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (APITN), or employer identification number (EIN), to report an information return to the IRS. If you are an individual, you may also be required to report other information on an information return. Examples of information returns include, but are not limited to, the following:				
<ul style="list-style-type: none"> Form 1099-DIV (dividend or interest) Form 1099-INT (interest) Form 1099-NEC (non-employee compensation) Form 1099-R (pension or annuity) Form 1099-S (proceeds from real estate transactions) Form 1099-B (miscellaneous income) Form 1099-K (merchant card and third party network transactions) Form 1099-MISC (miscellaneous income) Form 1099-LTD (long-term care insurance) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to prevent your correct TIN from being reported to the IRS. If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What Is Backup Withholding, later.				
Cat. No. 15241X		Form W-9 (Rev. 10-2010)		

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

4. Shade 'N Net is a minority owned business. Our corresponding Vendor ID for both City of Phoenix Disadvantage Business Enterprise (DBE), Small Business Enterprise (SBE) and Arizona Dept of Transportation (ADOT) is 20119759 for being owned by a Hispanic American male. Commodity Codes: NAICS 314910 – Awnings and Canopies, outdoor, made from purchased fabrics; NAICS 238990 – All other Specialty Trade Contractors. (See Following pages for full copy of DBE, SBE, and Transaction Privilege (Sales) Tax License. Our License #: 07512865.)

Vendor Information

BUSINESS NAME	Shade N Net of Arizona Inc DBA N/A
SYSTEM VENDOR NUMBER	20119759
PRIMARY OWNER'S NAME	Rudy Martinez Jr
ETHNIC GROUP	Hispanic American
GENDER	Male

Certification Information

CERTIFYING AGENCY	City of Phoenix
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
EFFECTIVE DATE	10/21/2024
RENEWAL DATE	12/1/2025

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

Vendor Information

BUSINESS NAME **Shade N Net of Arizona Inc DBA N/A**
SYSTEM VENDOR NUMBER **20119759**
PRIMARY OWNER'S NAME **Rudy Martinez jr**
ETHNIC GROUP **Hispanic American**
GENDER **Male**

Certification Information

CERTIFYING AGENCY **City of Phoenix**
CERTIFICATION TYPE **SBE - Small Business Enterprise**
EFFECTIVE DATE **10/21/2024**
RENEWAL DATE **12/1/2025**

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29632
Phoenix, AZ 85038 9912

**ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE**



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

2026

ISSUED TO: **SHADE N NET OF ARIZONA
INCORPORATED
5711 W WASHINGTON ST
PHOENIX AZ 85043**

ALL communications and reports MUST REFER to this LICENSE NO.

**LICENSE: 07512865
START DATE: 10/01/1995
ISSUED: 10/01/2025
EXPIRES: 12/31/2026**

LOCATION: **CODE 001
SHADE N NET OF ARIZONA
INCORPORATED
5711 W WASHINGTON ST
PHOENIX, AZ 85043
2500070881567**

LET US PROTECT WHAT IS IMPORTANT TO YOU

Shade 'n Net

5. Online survey link has been provided to the following Arizona public agencies, other public agencies or private business entitles you have provided the link to:

Scottsdale Unified School District

City of Tempe Parks & Recreation Department

Phoenix Union High School District

Paradise Valley Unified School District

Chandler Unified School District

Peoria Parks & Recreation Department

Chandler Parks & Recreation

Deer Valley School District

6. (Current Contractors License is under Tab 2b, on following pages.)

STATE OF ARIZONA	
License No. ROC 136583	
Office of the Registrar of Contractors	
<i>This is to certify that:</i> Shade N Net Of Arizona Inc DBA (if any)	
<i>Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of</i>	
CR-3 Awnings, Canopies, Carports and Patio Covers	
<i>Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on 1998-07-08</i>	
 ROC 136583	 1931
 _____ TOM COLE, DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS	

CLARK COUNTY DEPARTMENT OF BUILDING & FIRE PREVENTION
4701 W. Russell Rd * Las Vegas, NV 89118

CLARK COUNTY APPROVED FABRICATOR

Fabricator Name: **Shade-N-Net**
Fabricator ID#: **FAB-00726**
Facility Address: **5711 W WASHINGTON ST**
Phoenix, AZ 85043

Listing Date: 08/12/2017 Expiration Date: 09/28/2026

The above fabricator facility is approved for the fabrication category, type and additional approvals listed below:

Category: Steel

Type: Structural Steel

Additional Approvals:

Approval is contingent upon continued compliance with Clark County Building Codes, applicable CCDBFP Technical Guidelines, and the fabricator's CCDBFP approved Quality Systems Manual (QSM).

James Gerren, P.E.
Director of the Building Department



Department of Building & Safety

Materials Control Section

221 N. Figueroa Street, Suite 700

Los Angeles, CA 90012

Telephone: (213) 577-8015

Email: ladbs_materialscontrol@lacity.org

OSAMA YOUNAN P.E.
GENERAL MANAGER

JOHN WEIGHT
EXECUTIVE OFFICER

FABRICATOR CERTIFICATE OF APPROVAL

Shade-N-Net of Arizona Inc
Karl Stone
5711 Washington St
Phoenix, AZ 85043

Shop Location

5711 Washington St
Phoenix, AZ 85043

Approval No: FB25144
Branch No: 0
Valid Date: 10/14/2025
Expiration Date: 11/01/2026
QC Inspector: Karl Frederick Joseph Stone
Approval Type: LWS and Base Plates up to 2 Inches in Thickness

You are hereby notified that your certificate of approval is valid from the dates shown above under the provisions of the City of Los Angeles Municipal Code, section 96.204 and Information bulletin P/BC 2017/042 (Part I) Renewal.

Adam Burgess
Principal Inspector
Materials Control Section
(213) 202-2784

Pricing Information has been removed
Tab 3a

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

TAB 4-A

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

1. All bidders shall complete the Summary Sections 1-6 worksheets of the 25P Pre-Engineered Fabric Shade Structures workbook titled "**25P Pre-Engineered Fabric Shade Structures WB.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 30).**
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 1-6 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(s) off manufacturer's price list(s) or catalog(s); firm fixed price with economic price adjustment, or a combination of these options. 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 "25P Pre-Engineered Fabric Shade Structures WB.xlsx" 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 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 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".

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

Price Workbook Summary Section Two – Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates (Cont'd.)

- Lodging, meals and incidental expenses, mileage, mobilization, and travel/drive rates shall be included in Summary Section Two worksheet of the 25P Pre-Engineered Fabric Shade Structures 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.

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

Shade Structure and Ancillary Pricing

- Enter pricing for products that your firm provides.
- Take note of each "Pricing Table" as they all differ.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your product lines.
- *The Mohave price shall include Mohave's 1% administration fee.*

Product and Services Pricing

- 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", "SIZE", "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.
- Custom structure pricing may be submitted for approval by Mohave throughout the term of the contract. All additions shall follow the pricing formats and instructions 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.

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 5711 W. Washington St., Phoenix, AZ 85043

Mail Address, if different Same as above

Main Phone Number (602) 484-7911

Website www.Shade-N-Net.com

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

Physical Address 5711 W. Washington St., Phoenix, AZ 85043

Mail Address, if different Same as above

Main Phone Number (602) 484-7911

Website, if different Same as above

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

3. Contact information for purchase orders:

Physical Address 5711 W. Washington St., Phoenix, AZ 85043

Email Address Annalie@Shade-N-Net.com

Attention of Annalie Badenhorst

4. Payment remittance address 5711 W. Washington St., Phoenix, AZ 85043

Attn: Annalie Badenhorst

City Phoenix State AZ Zip 85043

Telephone (invoice questions) (602) 484-7911

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-512865-H

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:

Please see the attached sales tax license and schedule for location-specific rates, as of bid

Submission.

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: Rudy Martinez, Jr.
(Shall be the main point of contact for members and be responsible for member information requests.)

Title President Email address Rudy@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Vice President Email address JJ@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

Accounting contact: Annalie Badenhorst
(Shall be the main point of contact for accounting issues.)

Title Accountant Email address Annalie@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

Open Order/Unresolved Invoice Report contact: Annalie Badenhorst
(Shall be the main point of contact regarding open orders and status reports.)

Title Accountant Email address Annalie@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Accountant Email address Annalie@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

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

Title Accountant Email address Annalie@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

Escalation contact: _____
*(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 Office Manager Email address Angel@Shade-N-Net.com

Phone number (602) 484-7911 Fax (602) 484-7919

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.

If ever needed, we recommend calling 602-484-7911 or 800-290-3387 with a description of the warranty concern so the quickest and most effective course of action can be determined and scheduled. Shade 'N Net offers a comprehensive 20-year warranty, and full details are included under Tab 4a. Our shade structures are basically maintenance-free when installed according to our manufacturer's specifications, see Tab 05b Maintenance Manual supplemental document for more details.

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.

Shade 'N Net 5711 W. Washington Street, Phoenix, AZ 85043 Contact: JJ Orlando, Vice President
(602) 484-7911

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

JJ Orlando, Mobile: 480-435-8056

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

8

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

\$40,000. Warranty parts would be custom made to order, so we have raw material and hardware waiting.

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

24-48 hours in metro areas and 48-72 hours for rural areas depending on when the repair is called in.

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



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

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

2026

ISSUED TO: SHADE N NET OF ARIZONA
 INCORPORATED
 5711 W WASHINGTON ST
 PHOENIX AZ 85043

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

► **LICENSE: 07512865**
START DATE: 10/01/1995
ISSUED: 10/01/2025
EXPIRES: 12/31/2026

LOCATION: CODE 001
 SHADE N NET OF ARIZONA
 INCORPORATED
 5711 W WASHINGTON ST
 PHOENIX, AZ 85043
 2500070881567

BUSINESS CODE	REGION	JURISDICTION
017 - RETAIL	MAH - GILA RIVER (MARICOPA)	RESERVATION
017 - RETAIL	MAO - SALT RIVER PIMA- MARICOPA (MARICOPA)	RESERVATION
015 - CONTRACTING - PRIME	APA - APACHE	COUNTY
015 - CONTRACTING - PRIME	COC - COCONINO	COUNTY
015 - CONTRACTING - PRIME	COH - COCHISE	COUNTY
015 - CONTRACTING - PRIME	GLA - GILA	COUNTY
015 - CONTRACTING - PRIME	GRA - GRAHAM	COUNTY
015 - CONTRACTING - PRIME	GRN - GREENLEE	COUNTY
015 - CONTRACTING - PRIME	LAP - LA PAZ	COUNTY
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
215 - PRE-6/2010 CONTRACTING	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	MOH - MOHAVE	COUNTY
017 - RETAIL	MOH - MOHAVE	COUNTY
015 - CONTRACTING - PRIME	NAV - NAVAJO	COUNTY
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY
017 - RETAIL	PMA - PIMA	COUNTY
215 - PRE-6/2010 CONTRACTING	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	PNL - PINAL	COUNTY
215 - PRE-6/2010 CONTRACTING	PNL - PINAL	COUNTY
015 - CONTRACTING - PRIME	STC - SANTA CRUZ	COUNTY

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

0003602049000007141010200036

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	YAV - YAVAPAI	COUNTY
015 - CONTRACTING - PRIME	YMA - YUMA	COUNTY
215 - PRE-6/2010 CONTRACTING	YMA - YUMA	COUNTY
015 - CONTRACTING - PRIME	AJ - APACHE JUNCTION	CITY
017 - RETAIL	AJ - APACHE JUNCTION	CITY
015 - CONTRACTING - PRIME	AV - AVONDALE	CITY
015 - CONTRACTING - PRIME	BE - BUCKEYE	CITY
015 - CONTRACTING - PRIME	BH - BULLHEAD CITY	CITY
017 - RETAIL	BH - BULLHEAD CITY	CITY
037 - CONSTRUCTION	BH - BULLHEAD CITY	CITY
CONTRACTING-OWNER BUILDER		
015 - CONTRACTING - PRIME	BS - BENSON	CITY
015 - CONTRACTING - PRIME	CA - CAREFREE	CITY
015 - CONTRACTING - PRIME	CE - CAMP VERDE	CITY
015 - CONTRACTING - PRIME	CG - CASA GRANDE	CITY
015 - CONTRACTING - PRIME	CH - CHANDLER	CITY
017 - RETAIL	CH - CHANDLER	CITY
015 - CONTRACTING - PRIME	CK - CAVE CREEK	CITY
015 - CONTRACTING - PRIME	CL - COOLIDGE	CITY
015 - CONTRACTING - PRIME	CW - COTTONWOOD	CITY
015 - CONTRACTING - PRIME	DL - DOUGLAS	CITY
015 - CONTRACTING - PRIME	EL - ELOY	CITY
015 - CONTRACTING - PRIME	EM - EL MIRAGE	CITY
015 - CONTRACTING - PRIME	FH - FOUNTAIN HILLS	CITY
017 - RETAIL	FH - FOUNTAIN HILLS	CITY
037 - CONSTRUCTION	FH - FOUNTAIN HILLS	CITY
CONTRACTING-OWNER BUILDER		
015 - CONTRACTING - PRIME	FL - FLORENCE	CITY
015 - CONTRACTING - PRIME	FS - FLAGSTAFF	CITY
015 - CONTRACTING - PRIME	GB - GILBERT	CITY
017 - RETAIL	GB - GILBERT	CITY
037 - CONSTRUCTION	GB - GILBERT	CITY
CONTRACTING-OWNER BUILDER		
015 - CONTRACTING - PRIME	GE - GLENDALE	CITY
016 - CONSTRUCTION CONTRACTING	GE - GLENDALE	CITY
- SPECULATIVE BUILDERS		
015 - CONTRACTING - PRIME	GI - GILA BEND	CITY
015 - CONTRACTING - PRIME	GY - GOODYEAR	CITY
015 - CONTRACTING - PRIME	KM - KINGMAN	CITY
015 - CONTRACTING - PRIME	LH - LAKE HAVASU CITY	CITY
017 - RETAIL	LH - LAKE HAVASU CITY	CITY
015 - CONTRACTING - PRIME	LP - LITCHFIELD PARK	CITY
015 - CONTRACTING - PRIME	MA - MARANA	CITY
015 - CONTRACTING - PRIME	ME - MESA	CITY
015 - CONTRACTING - PRIME	MM - MIAMI	CITY
015 - CONTRACTING - PRIME	MP - MARICOPA	CITY
015 - CONTRACTING - PRIME	NO - NOGALES	CITY
015 - CONTRACTING - PRIME	OR - ORO VALLEY	CITY



000360304J0000P714101020036

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	PA - PATAGONIA	CITY
015 - CONTRACTING - PRIME	PE - PEORIA	CITY
015 - CONTRACTING - PRIME	PK - PARKER	CITY
015 - CONTRACTING - PRIME	PL - PRESCOTT VALLEY	CITY
015 - CONTRACTING - PRIME	PM - PIMA	CITY
015 - CONTRACTING - PRIME	PR - PRESCOTT	CITY
015 - CONTRACTING - PRIME	PV - PARADISE VALLEY	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
017 - RETAIL	PX - PHOENIX	CITY
315 - MRRA AMOUNT	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME	QC - QUEEN CREEK	CITY
015 - CONTRACTING - PRIME	SA - SAHUARITA	CITY
015 - CONTRACTING - PRIME	SC - SCOTTSDALE	CITY
015 - CONTRACTING - PRIME	SE - SEDONA	CITY
015 - CONTRACTING - PRIME	SO - SOMERTON	CITY
015 - CONTRACTING - PRIME	SP - SURPRISE	CITY
015 - CONTRACTING - PRIME	SU - SAN LUIS	CITY
015 - CONTRACTING - PRIME	TN - TOLLESON	CITY
017 - RETAIL	TN - TOLLESON	CITY
037 - CONSTRUCTION	TN - TOLLESON	CITY
CONTRACTING-OWNER BUILDER		
015 - CONTRACTING - PRIME	TU - TUCSON	CITY
017 - RETAIL	TU - TUCSON	CITY
015 - CONTRACTING - PRIME	WB - WICKENBURG	CITY
015 - CONTRACTING - PRIME	WC - WILLCOX	CITY
015 - CONTRACTING - PRIME	WL - WILLIAMS	CITY
015 - CONTRACTING - PRIME	WS - WINSLOW	CITY
015 - CONTRACTING - PRIME	WT - WELLTON	CITY
015 - CONTRACTING - PRIME	YM - YUMA	CITY
015 - CONTRACTING - PRIME	YT - YOUNGTOWN	CITY



0003604043000P7-141010200036

SALES TAX RATES

City	County	City	CONTRACTING SALES			LESS 35%		Total State, county & city
			State & County	City	Total State, county & city	State & County	City	
<small>12-2008</small> City Rates that changed since last update BOLD=Non-Program City Effective July 1, 2025								
Apache Junction	PNL	AJ	6.700%	2.400%	9.100%	4.35500%	1.56000%	5.9150%
AVONDALE	MAR	AV	6.300%	2.500%	8.800%	4.09500%	1.62500%	5.7200%
Benson	COH	BS	6.600%	4.000%	10.600%	4.29000%	2.60000%	6.8900%
Bisbee	COH	BB	6.600%	3.500%	10.100%	4.29000%	2.27500%	6.5650%
Buckeye	MAR	BE	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.0450%
Bullhead City	MOH	BH	5.600%	2.000%	7.600%	3.64000%	1.30000%	4.9400%
Camp Verde	YAV	CE	6.350%	3.650%	10.000%	4.12750%	2.37250%	6.5000%
Carefree	MAR	CA	6.300%	4.000%	10.300%	4.09500%	2.60000%	6.6950%
Casa Grande	PNL	CG	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.9550%
Cave Creek	MAR	CK	6.300%	5.000%	11.300%	4.09500%	3.25000%	7.3450%
CHANDLER	MAR	CH	6.300%	1.500%	7.800%	4.09500%	0.97500%	5.0700%
Chino Valley	YAV	CV	6.350%	4.000%	10.350%	4.12750%	2.60000%	6.7275%
Clarkdale	YAV	CD	6.350%	4.500%	10.850%	4.12750%	2.92500%	7.0525%
Clifton	GRN	CF	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.9150%
Colorado City	MOH	CC	5.600%	2.000%	7.600%	3.64000%	1.30000%	4.9400%
Coolidge	PNL	CL	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.9550%
Cottonwood	YAV	CW	6.350%	4.500%	10.850%	4.12750%	2.92500%	7.0525%
Dewey-Humbolt	YAV	DH	6.350%	2.000%	8.350%	4.12750%	1.30000%	5.4275%
Douglas	COH	DL	6.600%	3.800%	10.400%	4.29000%	2.47000%	6.7600%
Duncan	GRN	DC	6.100%	2.000%	8.100%	3.96500%	1.30000%	5.2650%
Eagar	APA	EG	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.9150%
El Mirage	MAR	EM	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.0450%
Eloy	PNL	EL	6.700%	4.500%	11.200%	4.35500%	2.92500%	7.2800%
FLAGSTAFF	COC	FS	6.900%	2.486%	9.386%	4.48500%	1.61590%	6.1009%
Florence	PNL	FL	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.9550%
Fountain Hills	MAR	FH	6.300%	2.900%	9.200%	4.09500%	1.88500%	5.9800%
Fredonia	COC	FD	6.900%	4.000%	10.900%	4.48500%	2.60000%	7.0850%
Gila Bend	MAR	GI	6.300%	3.500%	9.800%	4.09500%	2.27500%	6.3700%
Gilbert	MAR	GB	6.300%	2.000%	8.300%	4.09500%	1.30000%	5.3950%
GLENDALE	MAR	GE	6.300%	2.900%	9.200%	4.09500%	1.88500%	5.9800%
Globe	GLA	GL	6.600%	3.300%	9.900%	4.29000%	2.14500%	6.4350%
Goodyear	MAR	GY	6.300%	3.500%	9.800%	4.09500%	2.27500%	6.3700%
Guadalupe	MAR	GU	6.300%	4.000%	10.300%	4.09500%	2.60000%	6.6950%
Hayden	GLA	HY	6.600%	3.000%	9.600%	4.29000%	1.95000%	6.2400%
Holbrook	NAV	HB	6.430%	3.000%	9.430%	4.17950%	1.95000%	6.1295%
Huachuca City	COH	HC	6.600%	1.900%	8.500%	4.29000%	1.23500%	5.5250%
Jerome	YAV	JO	6.350%	3.000%	9.350%	4.12750%	1.95000%	6.0775%
Kayenta	NAV	KY	6.430%	0.000%	6.430%	4.17950%	0.00000%	4.1795%
Kearny	PNL	KN	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.9550%
Kingman	MOH	KM	5.600%	2.500%	8.100%	3.64000%	1.62500%	5.2650%
Lake Havasu	MOH	LH	5.600%	2.000%	7.600%	3.64000%	1.30000%	4.9400%
Lakeside/Pinetop	NAV	PP	6.430%	3.000%	9.430%	4.17950%	1.95000%	6.1295%
Laveen	MAR	LV	6.300%	0.000%	6.300%	4.09500%	0.00000%	4.0950%
Litchfield Park	MAR	LP	6.300%	4.800%	11.100%	4.09500%	3.12000%	7.2150%
Mammoth	PNL	MH	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.9550%
Marana	PMA	MA	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.5650%
Maricopa (City)	PNL	MP	6.700%	3.500%	10.200%	4.35500%	2.27500%	6.6300%
MESA	MAR	ME	6.300%	2.000%	8.300%	4.09500%	1.30000%	5.3950%
Miami	GLA	MM	6.600%	2.500%	9.100%	4.29000%	1.62500%	5.9150%
Mohave Valley	MOH	MV	5.600%	0.000%	5.600%	3.64000%	0.00000%	3.6400%

SALES TAX RATES

City	County	City	CONTRACTING SALES			LESS 35%		Total
			State & County	City	Total State, county & city	State & County	City	
<small>AZ-DOR</small> City Rates that changed since last update BOLD=Non-Program City Effective July 1, 2025								
Naco	COH	NA	6.600%	0.000%	6.600%	4.29000%	0.00000%	4.2900%
NOGALES	STC	NO	6.600%	2.000%	8.600%	4.29000%	1.30000%	5.5900%
Oracle	PNL	PR	6.700%	0.000%	6.700%	4.35500%	0.00000%	4.3550%
Oro Valley	PMA	OR	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.5650%
Page	COC	PG	6.900%	3.000%	9.900%	4.48500%	1.95000%	6.4350%
Paradise Valley	MAR	PV	6.300%	2.500%	8.800%	4.09500%	1.62500%	5.7200%
Parker	LAP	PK	6.600%	2.000%	8.600%	4.29000%	1.30000%	5.5900%
Patagonia	STC	PA	6.600%	3.000%	9.600%	4.29000%	1.95000%	6.2400%
Payson	GLA	PS	6.600%	3.880%	10.480%	4.29000%	2.52200%	6.8120%
PEORIA	MAR	PE	6.300%	1.800%	8.100%	4.09500%	1.17000%	5.2650%
PHOENIX	MAR	PH	6.300%	2.800%	9.100%	4.09500%	1.82000%	5.9150%
Pima	GRA	PM	6.600%	3.000%	9.600%	4.29000%	1.95000%	6.2400%
Pinetop/Lakeside	NAV	PP	6.430%	3.000%	9.430%	4.17950%	1.95000%	6.1295%
PRESCOTT	YAV	PR	6.350%	2.000%	8.350%	4.12750%	1.30000%	5.4275%
Prescott Valley	YAV	PL	6.350%	2.830%	9.180%	4.12750%	1.83950%	5.9670%
Quartzsite	LAP	QZ	6.600%	3.500%	10.100%	4.29000%	2.27500%	6.5650%
Queen Creek	MAR	QC	6.300%	4.250%	10.550%	4.09500%	2.76250%	6.8575%
Safford	GRA	SF	6.600%	2.500%	9.100%	4.29000%	1.62500%	5.9150%
Sahuarita	PMA	SA	6.100%	4.000%	10.100%	3.96500%	2.60000%	6.5650%
SaltRiverPimaM'copa Indian Con	MAO	SM	6.300%	1.750%	8.050%	4.09500%	1.13750%	5.2325%
San Luis	YMA	SU	6.712%	4.000%	10.712%	4.36280%	2.60000%	6.9628%
SCOTTSDALE	MAR	SC	6.300%	1.700%	8.000%	4.09500%	1.10500%	5.2000%
Sedona	COC	SE	6.900%	3.500%	10.400%	4.48500%	2.27500%	6.7600%
Show Low	NAV	SL	6.430%	2.000%	8.430%	4.17950%	1.30000%	5.4795%
Sierra Vista	COH	SR	6.600%	1.950%	8.550%	4.29000%	1.26750%	5.5575%
Snowflake	NAV	SN	6.430%	3.000%	9.430%	4.17950%	1.95000%	6.1295%
Somerton	YMA	SO	6.712%	3.300%	10.012%	4.36280%	2.14500%	6.5078%
South Tucson	PMA	ST	6.100%	5.500%	11.600%	3.96500%	3.57500%	7.5400%
Springerville	APA	SV	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.9150%
Star Valley	GLA	SY	6.600%	2.000%	8.600%	4.29000%	1.30000%	5.5900%
St Johns	APA	SJ	6.100%	3.000%	9.100%	3.96500%	1.95000%	5.9150%
Superior	PNL	SI	6.700%	4.000%	10.700%	4.35500%	2.60000%	6.9550%
Surprise	MAR	SP	6.300%	3.700%	10.000%	4.09500%	2.40500%	6.5000%
Taylor	NAV	TL	6.430%	3.000%	9.430%	4.17950%	1.95000%	6.1295%
TEMPE	MAR	TE	6.300%	1.800%	8.100%	4.09500%	1.17000%	5.2650%
Thatcher	GRA	TC	6.600%	3.500%	10.100%	4.29000%	2.27500%	6.5650%
Tolleson	MAR	TN	6.300%	2.500%	8.800%	4.09500%	1.62500%	5.7200%
Tombstone	COH	TS	6.600%	3.500%	10.100%	4.29000%	2.27500%	6.5650%
Tonopah	MAR	TO	6.300%	0.000%	6.300%	4.09500%	0.00000%	4.0950%
TUCSON	PMA	TU	6.100%	2.600%	8.700%	3.96500%	1.69000%	5.6550%
Tusayan	COC	TY	6.900%	2.000%	8.900%	4.48500%	1.30000%	5.7850%
Wellton	YMA	WT	6.712%	3.500%	10.212%	4.36280%	2.27500%	6.6378%
Wickenburg	MAR	WB	6.300%	3.500%	9.800%	4.09500%	2.27500%	6.3700%
Willcox	COH	WC	6.600%	3.000%	9.600%	4.29000%	1.95000%	6.2400%
Williams	COC	WL	6.900%	3.500%	10.400%	4.48500%	2.27500%	6.7600%
Winkelman	PNL	WM	6.700%	3.500%	10.200%	4.35500%	2.27500%	6.6300%
Winslow	NAV	WS	6.430%	3.000%	9.430%	4.17950%	1.95000%	6.1295%
Youngtown	MAR	YT	6.300%	3.000%	9.300%	4.09500%	1.95000%	6.0450%
Yuma	YMA	YM	6.712%	1.700%	8.412%	4.36280%	1.10500%	5.4678%

SALES TAX RATES

City	County	City	CONTRACTING SALES			State & County	LESS 35%	
			State & County	City	Total State, county & city		City	Total State, county & city
AZ-DOR City Rates that changed since last update BOLD=Non-Program City Effective July 1, 2025								
Arizona	AZ		5.600%			3.64000%		
County: Apache	APA		6.100%			3.96500%		
County: Cochise	COH		6.600%			4.29000%		
County: Coconino	COC		6.900%			4.48500%		
County: Gila	GLA		6.600%			4.29000%		
County: Graham	GRA		6.600%			4.29000%		
County: Greenlee	GRN		6.100%			3.96500%		
County: La Paz	LAP		6.600%			4.29000%		
County: Maricopa	MAR		6.300%			4.09500%		
County: Maricopa(Indian Community)	MAO		6.300%			4.09500%		
County: Mohave	MOH		5.600%			3.64000%		
County: Navajo	NAV		6.430%			4.17950%		
County: Pima	PMA		6.100%			3.96500%		
County: Pinal	PNL		6.700%			4.35500%		
County: Rio Nuevo/Pima	PAD		6.100%			3.96500%		
County: Santa Cruz	STC		6.600%			4.29000%		
County: Yavapai	YAV		6.350%			4.12750%		
County: Yuma	YMA		6.712%			4.36280%		
AZDOR		DOR	5.600%			3.64000%		



Shade 'N Net Warranty Information

1) Warranty Limitations of Liability:

- Shade 'N Net provides a limited warranty on all Shade 'N Net-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty. An additional copy of this warranty can be provided upon request at or after the final payment has been paid.
- All warranties below are effective from the date of installation by Shade 'N Net. In the event that Shade 'N Net is shipping to Purchaser for Purchaser to install, the warranty begins when shipper takes possession of order. If Purchaser picks up the order, the warranty begins when Purchaser takes possession of order.
- Shade 'N Net reserves the right to determine, at its discretion, to repair or replace any item covered by this warranty.
- This warranty is void if units are not paid for in full within the 7 day grace period. There is no warranty coverage if the terms of this agreement are not fulfilled.
- The warranty is void if the units are not assembled in strict compliance with the manufacturer's specifications. If unit is not assembled within 30 days of arrival on site, to be covered under warranty, it must be stored off the ground, indoors in a dry environment protected from direct sunlight to prevent corrosion, damage and undue fading.
- Purchaser shall notify Shade 'N Net in writing, detailing any defects for which a warranty claim is being made.
- Shade 'N Net shall not in any event be liable for indirect, special, consequential, or incidental punitive or liquidated damages in any action arising from or related to this agreement whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, or goodwill, regardless of whether Shade 'N Net has been advised of the possibility of such damages.
- Purchaser's sole remedy for a breach of warranty set forth in this section will be the re-performance of the services, or if that is not possible or practical, the refund of the price of the services that breached the warranty.
- In no event will Shade 'N Net's liability for monetary damages under this agreement exceed the fees paid or due and payable for the services under this agreement (or the relevant purchase order).
- Except for the warranties expressly set forth in this agreement, no other warranties exist. Shade 'N Net specifically denies the implied warranties of fitness for a particular purpose and merchantability. Further, Shade 'N Net does not warrant that the services or structures will meet the requirements or particular purposes of the Purchaser.
- The warranty is void if any changes, modifications, additions or attachments are made to the unit without the prior written consent of the manufacturer.
- Any modification, alteration or attachment made to the structure or fabric will void the warranty. No signs, objects, ornaments, fans, light fixtures, decorations may be hung on the structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- Warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, or any Act of God, including, but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of applicable building code parameters.
- In the event that the property where a structure is installed changes ownership, the warranty transfers to the new owner if installed in the original location.

2) Warranty for Fabric:

- The fabric used carries a 15-year limited manufacturer's warranty from the date of installation (or shipping as appropriate), against failure from deterioration, breakdown, mildew, and outdoor heat/cold. All fabric

colors except Red and Yellow are warranted against significant discoloration/fading for 15 years. Red and Yellow fabrics carry a 5-year limited warranty against significant discoloration/fading. Should fabric need to be replaced under the warranty, Shade 'N Net will manufacture and ship new fabric at no charge. If Purchaser needs Shade 'N Net to remove and/or reinstall the net, there may be a labor charge that will be determined on a case-by-case basis and is dependent upon the cause of the warranty claim.

- Protective column pads are warranted for 1 year.
- This warranty shall be void if damage to the shade fabric is caused by: contact with sharp edges, chemicals, misuse, vandalism, cuts, fire, or any Act of God, including but not limited to, tornado, hurricane, micro/macro burst, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds and gusts up to 110mph for 3 seconds and prior to snow or ice accumulation.
- Unless the "Snow Load" option is specifically ordered with this agreement, the fabric must be removed before snow fall each year to have warranty coverage. If fabric remains installed during snowfall, the warranty is void.
- All fabric curtains and flat vertical panels are not covered under the warranty.
- Shade 'N Net reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser a choice of available colors to replace the warranted fabric. Shade 'N Net does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser of the discontinued fabric color.

3) Warranty for Steel:

- The structural integrity of the steel is warranted for 20 years.
- Workmanship and painted surfaces are warranted for 24 months.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God, including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of applicable building code parameters.

4) Warranty for Thread:

- This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather or water for the warranty life of the fabric.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any act of God including but not limited to, tornado, hurricane, micro/macro burst ice, snow or wind in excess of the applicable building parameters.
- Labor for the removal, assembly and/or freight of fabric with damage caused by thread will only be covered in instances where Shade 'N Net has installed the unit. In all cases where Shade 'N Net did not install, all labor for the removal and/or freight will be charged to the Purchaser and the warranty will only be applicable to the repair or replacement of defective materials.
- All other warranties are disclaimed.

Date of Installation: _____/_____/_____ SNN Job #: _____

Purchaser/Owner Name: _____

Project Location: _____

Powder Coating Color Code: _____ Fabric Color: _____

Any Special Considerations included (ie snow/wind load, etc): _____

SHADE 'N NET REPRESENTATIVE: _____

Instructions to Bidder and Checklist Form
(Place after Tab 5a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification, or requirement does not, or should not, apply to you. Contact Mohave at contracts@mesc.org with questions or submit questions via OpenGov Procurement.

We have included this checklist to assist you in preparing your response. Follow each step, placing the required information in your response in the proper place. **All the items listed below are required.** Initial next to each item to indicate completion.

AE **Step ONE:** Read and understand the document. Your firm is responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

AE **Step TWO:** The electronic response of your bid, in the format detailed below, shall be submitted via OpenGov Procurement. Submittal shall include all requested information, completed forms, pricing workbooks and schedules with appropriate signatures. Please submit your bid as a single searchable PDF document, and pricing to be submitted as requested in the IFB. Requested forms may be filled out by hand; however, writing shall be legible. *External links to access documents or information are not an acceptable form of submission.*

AE **Step THREE:** The required pricing table located on OpenGov Procurement shall be completed.

AE **Step FOUR:** Bid shall be organized and presented in the order as specified below, with separate tabs and sub-tabs (e.g., 1a, 1b).

AE **Step FIVE:** Confirm that the bid is complete and signed on page 2 by an authorized representative.

AE **Step SIX:** Keep a complete copy of your bid for your records.

AE **Step SEVEN:** Bid shall be submitted electronically on, or prior to, the exact time and date set for bid opening.

Tab and Sub-tab Arrangement:

Tab 1: Bid and Acceptance, Terms and Conditions, Scope of Work and Specifications Documents, Bid Bond, Bonding Capacity, Anti-Lobbying Certificate, USDA Form AD-1048

AE **Tab 1a** – The required signed *Bid and Acceptance Form* is placed after Tab 1a.

Failure to sign the Bid and Acceptance Form shall render bid non-responsive.

AE A copy of the *Confidential/Proprietary Submittal Form* is placed after Tab 1a.

AE A copy of suspension or debarment letter (if applicable) is placed after Tab 1a.

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

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

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

AE **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

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

AE **Tab 1e** – A complete copy of the Scope of Work is placed after Tab 1e.

_____ A complete copy of the Specifications with compliance, deviation, or no bid noted for each item is placed after Tab 1e.

AE A completed copy of the *Scope of Work and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work and Specifications are noted and explained.

AE **Tab 1f** – A copy of the original executed bid/bond/alternative bid security (as detailed in the Special Terms and Conditions) in the amount of \$100,000 is to be placed after Tab 1f.

Instructions to Bidder and Checklist Form
(Place after Tab 5a)

RE

The original bid bond/alternate bid security (as detailed in the Special Terms and Conditions 2.1. Bid Bond) in the amount of \$100,000 is to be mailed to Mohave Educational Services Cooperative, Inc., 211 N 7th St, Kingman, Arizona 86401 in a sealed envelope with IFB 25P-1118, offeror's name, mailing address, and IFB's due date and time clearly indicated on the envelope or package. **The bid bond/alternative bid security shall be sent to Mohave's Kingman office by United States Postal Service Regular Mail.** The original bid bond/alternate bid security shall be delivered, or a documented attempt of delivery by carrier, by the IFB's due date and time.

Failure to submit the original bid bond/alternate bid security may render your bid non-responsive.

RE

Your current single job and aggregate bonding capacity information (**see Special Terms and Conditions 2.2 Bonding Capacity**) as required is placed after Tab 1f.

Failure to submit the single and aggregate bonding capacity letter shall render your bid non-responsive.

RE

Tab 1g – A completed copy of *the Anti-Lobbying Certificate Form* is placed after Tab 1g.

RE

A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* is placed after Tab 1g.

RE

Tab 1h – A completed copy of *U.S. Department of Agriculture Form AD-1048* is placed after Tab 1h.

RE

Explanation from any prospective lower tier participant that is unable to certify to any of the statements in the certification is placed after Tab 1h.

RE

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

Failure to complete and submit the Anti-Lobbying Certificate (Tab 1g), USDA Form AD-1048 (Tab 1h), and the EDGAR Certification (Tab 1i) shall render your bid non-responsive.

Tab 2: Primary Vendor Information

RE

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

RE

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

RE

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

RE

Tab 2c – A current certificate or certificates of insurance (**see Special Terms and Conditions 6.1 Certificate of Insurance**) is placed after Tab 2c.

RE

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

RE

Tab 2e – Manufacturer specifications demonstrating wind speed tolerance (See Qualifications and Experience, Question 7) is placed after Tab 2e.

RE

Tab 2f - Demonstrated experience installing pre-engineered fabric shade structures. (See Qualifications and Experience, Question 8) is placed after Tab 2f.

Tab 3: Pricing Information

RE

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

RE

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

Tab 4: Supporting Contract Documents

RE

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

RE

Tab 4b – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

Instructions to Bidder and Checklist Form
(Place after Tab 5a)

Tab 5: Additional Information

RE
RE

Tab 5a – Completed *Instructions to Bidder and Checklist Form* is placed after Tab 5a.

Tab 5b – Descriptive literature, and any other supporting documents are placed after Tab 5b.

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade'n Net

TAB 5-B

Tab 5b Additional Information has
been removed

Solicitation Number:
Name of Solicitation:
Contract Vendor's Name:

25P-1118

IFB Pre-engineered Fabric Shade Structures
Shade 'N Net of Arizona, Inc.

Summary Section One: Shipping and Bond Information

Shipping & Handling Rates:

If a member purchases a fabric only, or a structure for self install and wants it shipped to them, there would be PP&A (pre-paid & add) for the member. *Note, shipping is considered "pass thru" and is not part of the adminfeeable total.*

Shipping & Handling Methodology:

On majority of projects, our factory installers would be delivering the product when they go to install the systems. The only exception would be if a member purchases a fabric or structure for self install, there would be a FedEx/UPS/LTL charges as PP&A (pre-paid & add) and we would pass that actual cost/charge on to the member. *Note, shipping is considered "pass thru" and is not part of the adminfeeable total.*

Expedited Shipping:

Expedited shipping rates would apply if requested and available to the member's location. Expedited shipping would be charged as PP&A (Prepaid & Add) at a flat rate. *Note, shipping is considered "pass thru" and is not part of the adminfeeable total.*

Return Shipping:

No returns are permitted after 45 day period or once installed. Repsonsibility for Shipping charges on returned products depends on reason for return. If order is simply cancelled or member no longer wants the product, then Member would be responsible. If return is due to defect or error, then return shipping will be manufacturer's responsibility.

The return process begins with Member contacting the office at the main number or toll-free number to discuss reason for return. Next Shade 'N Net staff will coordinate shipping method most advantageous to member. *Note, shipping is considered "pass thru" and is not part of the adminfeeable total.*

Restocking fee for Returned or Cancelled Orders with Deposits:

Within the first 45 days after shipment, all returned products and cancelled orders are subject to a 15% restocking fee. No returns are permitted after 45 day period or once installed. All Deposits are non-refundable. All expenses incurred (engineering, site plans, shipping charges, etc) are the responsibility of the Purchaser, up to notice of cancellation. Return Shipping would be charged at SNN cost, without upcharge. *Note, return shipping is considered "pass thru" and is not part of the adminfeeable total.*

Lift Gate Fees/Inside Delivery:

N/A. Shipping fees are inclusive of lift gate fees and delivery onto jobsite. *Note, adminfee is charged on lift gate and inside delivery fees.*

Bond Rates:

Bond companies charge us a percentage of the total. Therefore, we pass that 6% of the Job Total charge to the member. *Note, bond rates are considered "pass thru" and is not part of the adminfeeable total.*

Bond Description:

Bonds are only applied to projects when specifically requested by the Mohave Member. If there is no bond requirement in the RFP or final contact, bonds are not provided. A performance bond is generally 100% of the contract amount. In a standard contract, the Contractor provides the obligee with the contract estimate. Once the contract is entered into, the bond is issued equal to the amount of the contract. The surety bond will be for the final contract price including all costs, including sales tax. There is no requirement for a surety bond. *Note, bond rates are considered "pass thru" and is not part of the adminfeeable total.*

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

Lodging Rates:

CURRENT STATE RATES, Shade 'N Net will use the current State of Arizona Travel Policy. Policy is available at : <https://gao.az.gov/state-arizona-accounting-manual-saam>. *Note, lodging is considered "pass thru" and is not part of the adminfeeable total.*

Lodging Methodology:

Lodging rates are applied when our crew needs overnight accommodations due to jobsites beyond 50-miles from our factory location, that require more than one day to complete the installation. We purchase the minimal number of rooms to minimize the charges to members. Note, lodging is considered "pass thru" and is not part of the adminfeeable total.

M&IE (Meals and Incidental Expenses) Rates:

CURRENT STATE RATES, Shade 'N Net will use the current State of Arizona Travel Policy. Policy is available at : <https://gao.az.gov/state-arizona-accounting-manual-saam>. *Note, lodging is considered "pass thru" and is not part of the adminfeeable total.*

M&IE (Meals and Incidental Expenses) Methodology:

M&IE rates are applied when our crew needs extended time beyond 8 hours of working inclusive of travel, and is outside of a 50-mile radius from our factory. *Note, M&IE is considered "pass thru" and is not part of the adminfeeable total.*

Mileage rates:

CURRENT STATE RATES, Shade 'N Net will use the current State of Arizona Travel Policy. Policy is available at : <https://gao.az.gov/state-arizona-accounting-manual-saam>. *Note, lodging is considered "pass thru" and is not part of the adminfeeable total.*

Mileage methodology:

Mileage rates are applied when traveling to jobsites outside a 50-mile radius from the factory address at 5711 W. Washington St., Phoenix, AZ 85043. They are calculated using a maps software to determine the most advantageous route at the time of travel first then the actual miles for that route are noted for round trip travel. *Note, mileage is considered "pass thru" and is not part of the adminfeeable total.*

Mobilization:

Mobilization will be \$950 per truck beyond a 50-mile radius from the factory address at 5711 W. Washington St., Phoenix, AZ 85043. 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. Include specific mobilization rates (e.g., per crew, per truck). If rates are not specified for these reimbursements, no charges will be allowed under an awarded contract. *Note, adminfee is charged on mobilization.*

Mobilization Methodology:

Mobilization will apply as flat rate when traveling outside a 50-mile radius from the factory address at 5711 W. Washington St., Phoenix, AZ 85043. *Note, adminfee is charged on mobilization.*

Travel/Drive Rates:

Drive rates are \$38 per man per hour for regular time. Overtime is \$57.00 per man per hour; time on weekends and Holiday is \$57.00 per man per hour. *Note, adminfee is charged on travel/drive rates.*

Travel/Drive Rates Methodology:

Travel rates only apply for work outside the Phoenix Metro area, beyond a 50-mile radius from the factory address at 5711 W. Washington St., Phoenix, AZ 85043. *Note, adminfee is charged on travel/drive rates.*

Summary Section Three: Fees

Consumable Shop Supplies & Materials:

N/A

Delivery/Pickup Fees:

Fees will depend on location/destination. Within a 50-mile radius of our factory, Delivery/Pick Up fees would be charged at a minimum \$950 plus any equipment necessary to load and unload. Outside of 50-mile radius from our factory, drive time rates will apply, as will any necessary equipment to load and unload, and may also incur M&IE charges.

Document Fees:

N/A

Equipment Rental

Rental equipment price ranges are based on type and size of equipment, availability on date of install as well as distance to the jobsite. Individual rental equipment for commonly needed items and their price ranges are shown on the "Shade Structure and Ancillary" page of this workbook. Note, some items will have price based on unique criteria and therefore will be charged at Shade 'N Net's cost once it is determined.

Permit Fees:

All permit fees will be charged at Shade 'N Net cost. Price ranges/fees vary from municipality to municipality (some percentages, some flat fees) and can range from \$300 to \$2500.

Pcard/Credit Card Payment Processing Fees:

3.5% on total invoice price if paid by Credit or Debit, Pcard, or other card used for payment will be charged to recover pass-thru costs associated with Member's payment method. *Note, recovered processing fees are considered "pass thru" and is not part of the adminfeeable total.*

Storage Fees for Non-Pick Up Orders:

If Purchaser's order is marked for Pick Up at Completion, Purchaser must take possession within 30 calendar days. If Purchaser is unable or unwilling to take possession, the remaining balance becomes immediately due in full and Storage Fees will be imposed and calculated as a flat dollar amount of \$125 per week on the Monday of each week thereafter until the structure has been picked up.

Late fees:

Shade 'N Net offers a 7-day grace period for payments. After the grace period, Purchaser agrees to pay a Late Fee of 1.5% of total balance owed on the 1st of each month that a balance remains outstanding until paid in full.

Course of Construction Insurance or other Member Costs:

If a Member requires Course of Construction Insurance, the cost will be identified in the quote as a "Pass Thru" Cost to the member. There is no requirement for this type of insurance coverage.
Any other Member costs for miscellaneous services such as: temporary electrical service, cost for power, water, and/or other member costs will be identified and agreed upon in writing on the quote as a "pass thru" cost.

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, lease, rental, 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 25P-1118, 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
SHADE 'N NET OF ARIZONA, INC.**

**EXHIBIT B
Scope of Work**

Fabrication and installation of shade structures and fabric for projects within the City of Glendale per scope as described within the Mohave Educational Cooperative Purchasing Agreement, Contract No. 25P-SHADE-0403.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SHADE 'N NET OF ARIZONA, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Goods and services shall be purchased in accordance with the terms and conditions of the Mohave Educational Services, Inc. Cooperative Purchasing Agreement with Shade 'N Net of Arizona, Contract No. 25P-SHADE-0403 for Pre-Engineered Fabric Shade Structures.

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 Division requesting the service or material from the Contractor. Shade 'N Net of Arizona, Inc. (Contractor) shall be paid upon completion of the contracted scope of work and quote provided and following the City's receipt of a properly completed invoice. 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. Invoice number and date;
- f. Payment terms;
- g. Date of service or delivery;
- h. Description of materials or services provided;
- i. If materials provided, the quantity delivered and pricing of each unit;
- j. Service addresses, contract number, and purchase order associated with the contract;
- k. Applicable Taxes;
- l. If applicable, mileage or travel costs; and
- m. Total amount due.

Payment of Funds: Payment will be made upon completion of work within thirty (30) working days through a traditional method of a check from invoice(s) provided by the Contractor.

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 \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Pricing sheets are included in the Cooperative Purchasing Agreement Contract No. 25P-SHADE-0403. Contractor shall use these pricing sheets to formulate a written quote for each project. Each project 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 a 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.