

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

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ⁹ day of ~~February~~, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Progressive Services Inc., dba Progressive Roofing, an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 17, 2014, under the S.A.V.E Cooperative Purchasing Agreement, the Mohave Arizona Cooperative Purchasing entered into a contract with Contractor to purchase the goods and services described in the Roof and Roofing Systems – Installation, Products, and Services Contract No. 13X-PRO-0417 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was April 17, 2014, until the date the contract expires on April 17, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended

beyond April 17, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 17, 2016. The City Manager or designee, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on April 17, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred twenty thousand dollars (\$420,000) annually or one million six hundred eighty thousand dollars (\$1,680,000) for the entire term of the Agreement.

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. 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
Ron Gouger
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2647

and

Progressive Services, Inc., dba Progressive Roofing
c/o Mark Farrell
23 N. 35th Avenue
Phoenix, AZ 85009
602-278-4900

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

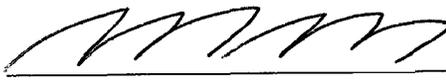
Progressive Services Inc. dba Progressive,
Roofing, an Arizona corporation

By:



Kevin R. Phelps
City Manager

By:



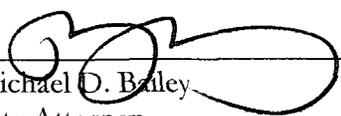
Name: Mark Farrell
Title: President

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

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

EXHIBIT A

Mohave Educational Services Cooperative Contract No. 13X-PRO-0417 – Roof and Roofing
Systems – Installation, Products, and Services



Browse by contract category

-or-

Search by keyword



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Mohave (928) 753-6945 ASPIN (520) 888-9664

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A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



Overview

Pricing & Docs

More Info



PROGRESSIVE ROOFING

Visit Website

23 N. 35th Avenue
Phoenix AZ 85009

Main Contact:

Alice Hunt
Phone: 602-278-4900

Contract:

13X-PRO-0417

Final Expiration:

04/17/2019

Next Renewal:

04/17/2016

Mohave Contacts:

Procurement Specialist:
Griselda Cruz

Contract Specialist

Mike Nentwig

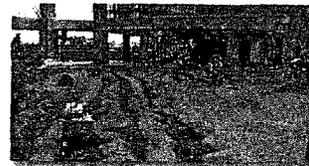
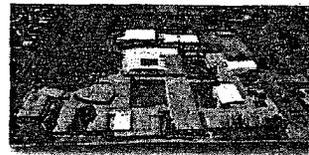
Products/Services:

Progressive Roofing provides:

- Installation of roofing systems
- Repair of roofing systems
- Restoration of roofing systems

Manufacturers include:

- Atlas Roofing - (shingles)
- Bayer - (insulation)
- Burke industries - (asbestos removal)
- Carlisle - (TPO, EPDM systems)
- Cetco - (clay roofing products)
- Fibertite - (roofing membrane)
- GAF - (shingles & roofing materials)
- Johns Manville - (SBS, PVC roofing/shingles and insulation)
- Jones-Blair - (coatings)
- Metal Sales - (metal roofing)
- Polyglass - (membranes, coatings)
- Quest - (coatings)
- RMP Rollfab - (metal roofing)
- Sika - (membranes, coatings)
- Siplast - (SBS roofing systems)
- The Garland Company - (commercial roofing systems)



About Vendor:

MOHAVE

ASPIN

Due Diligence

News & Events

Contact Us

Current Mohave Members

Current ASPIN Members

Resources/Brochures

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3/10/2015

Extension of Contract

(Page 1 of 3)

Alice Hunt
Progressive Roofing
23 N. 35th Avenue
Phoenix, AZ 85009

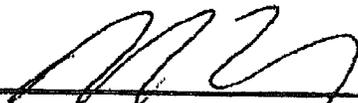
RE: Contract # 13X-PRO-0417 Extension Agreement made by and between Progressive Roofing and Mohave Educational Services Cooperative (Mohave),



In accordance with its terms, Mohave desires to extend contract 13X-PRO-0417 for a period of one (1) year, beginning 4/17/2015. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Progressive Roofing agrees to provide products or prices as per 13X-0131.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title PRESIDENT

Typed/Printed Name MARK FARRELL Date 3/11/15

Please check the information below.

POs Att: Order Desk
Progressive Roofing
23 N. 35th Avenue
Phoenix, AZ 85009

Remit to: Progressive Roofing
Accounts Receivable
23 N. 35th Avenue
Phoenix, AZ 85009

Member Contact: Alice Hunt
Contract Administrator: Alice Hunt
Phone Number: 602-278-4900
Fax Number: 602-278-3199

If both pages of this notice are not received at Mohave's Kingman office on or before 4/17/2015, orders may be held without processing. Email or Fax completed extension to contracts@mesco.org or (928) 718-3238

To terminate contract 13X-PRO-0417 effective 4/17/2015, send a notice of such to (928) 718-3238 or email contracts@mesco.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

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

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 4/17/2016.

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

We will provide new price lists/catalog by 4/10/15. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

• *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.

• *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email mike@mesc.org or phone 928-718-3203.



MOHAVE

ARIZONA COOPERATIVE PURCHASING

The delivery address for
solicitations is now:
625 East Beale Street
Kingman, AZ 86401

INVITATION FOR BID 13X-0131

Roof and Roofing Systems - Installation, Products, and Services

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for roof and roofing systems – installation, products, and services.

Due Date & Time: January 31, 2014 @ 3:00 p.m. (local Arizona time)

Pre-Bid Conference: FRIDAY, JANUARY 3, 2014 AT 10:00 A.M. (LOCAL ARIZONA TIME)
WEBEX MEETING – AUDIO ONLY
FOR LOG-IN INFORMATION CONTACT MICHAEL CARTER, CPPB, NO
LATER THAN THURSDAY, JANUARY 2, 2014.

LAST DAY FOR QUESTIONS: JANUARY 24, 2014

IFB QUESTIONS MUST BE DIRECTED TO:

Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

This solicitation consists of instructions to bidders, scope of work/services, specifications, evaluation requirements, special terms and conditions, general terms and conditions, pricing workbook, award criteria, offer & acceptance, and form of contract. Bidders are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a bid. Failure to examine any of the requirements will be at the bidder's sole risk.

To be considered, bids shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or box with IFB 13X-0131, bidder's name, mailing address, and bid due date and time clearly indicated on the envelope or box. Bids must be in the actual possession of Mohave on, or prior to the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time, with the name of each bidder and a sample of prices publicly read and recorded. Late bids shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Potential bidders are encouraged to keep this in mind when arranging delivery of their bids and are advised herein that late bids shall be rejected.

Mohave reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.



Julia E. Tribbett
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: December 20, 2013

Template Rev. 12-13

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions and Standard Terms and Conditions for Construction that appear on pages 75 - 93. Please review them and complete the *Special Terms and Conditions Specifications Acceptance Form* (page 95).

1. DELIVERY

- 1.1. 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.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. 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.
- 1.5. 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. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

2. EVALUATION & AWARD

- 2.1. Total costs:** Total member costs include energy, facilities, repair costs, present values of money, contract vendor charges, personnel costs and all other identifiable member costs. Contract vendor charges include all the costs of contract vendor support, materials, transportation and all other identifiable costs associated with the bid. Contract vendor costs means the costs of all hardware, materials, software, transportation, contract vendor support and all other identifiable costs associated with the bid. Contract vendor support means services provided by the contract vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

3. FORM OF CONTRACT

- 3.1. Contract vendor contract documents:** Mohave will review proposed contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. 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.
- 3.2. Form of contract:** The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued member purchase orders referencing the requirements of the Invitation For Bid.
- 3.3. 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.

4. INSTALLATION

4.1. HVAC and other equipment removal, reinstall and/or relocate: Air conditioning units and other roof equipment shall be moved as required for roof installation and in accordance with plans and specifications. When roof units are moved, they shall be placed into a protected area so as not to damage any part or component.

An HVAC mechanical, electrical and plumbing contractor properly licensed to perform such work shall perform all disconnections, reconnections and minor work. Any damage caused by the disconnection, storage, or reconnection of roof equipment shall be repaired at no additional cost to the member.

4.2. Roofing products and systems: Roofing product and system installations shall be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals. All roof systems offered and installed shall meet all applicable federal and state building codes. Contract vendor shall agree that all systems installed shall be 100% asbestos free, have UL labels and be warranted by the contract vendor for, at minimum, a ten-year period (excluding 5-year roofing systems).

Contract vendor shall not permit any building to be occupied while being re-roofed with a liquid roofing system (spray polyurethane).

Workmanship shall be superior and comply with National Roofing Contractors Association (NRCA), Underwriters Laboratory (UL) and roofing material manufacturer's guidelines and specifications.

Upon completion of a roof replacement and member acceptance, contract vendor shall deliver to the member, at minimum, a ten (10) year roofing system warranty (excluding 5-year roofing systems) and owner's manual. Contract vendor shall, at predetermined points during the term of this warranty, inspect and provide a written executive summary for the member.

5. INSURANCE

5.1. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$5,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance with your bid. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. A certificate naming Mohave as the certificate holder, or a sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

5.2. 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 and member.

5.3. 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 be in compliance with state statute and evidenced by a certificate of insurance.

6. MAINTENANCE FACILITIES AND SUPPORT

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

7. MANUFACTURER SUPPORT

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the equipment offered, that bidder is authorized to submit a bid on such equipment, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

8. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Bid acceptance period: A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after opening time and date.

9. OVERVIEW

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

9.2. 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 (i.e. - 10 % of contract award) is not acceptable.

9.3. Bonding Capacity - The required minimum single job bonding capacity for this contract shall be \$1,750,000. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it may render your bid nonresponsive. *Place letter from bonding agency after Tab 1f.*

9.4. Order cycle overview:

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

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's net 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: The date a member's purchase order is received by Mohave and/or a contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. However, other factors may apply.

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

1. Percent of discount(s) off manufacturer's price list(s) or list price with economic adjustment (contingencies for economic price adjustments must be identified in the bid);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the bid); or
3. A combination of the above.

10.4. 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.

- 10.5. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 10.6. Discounts:** Discounts must 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.
- 10.7. Effect of price:** No contract shall be awarded solely on the basis of price.
- 10.8. New price lists:** New price lists, and/or workbooks may be submitted for review throughout the term of the contract. Mohave will review new price lists, and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New price lists, and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists, and/or workbooks found to be non-competitive at any time during the contract will be grounds for terminating the contract.
- 10.9. Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 10.10. Percent of discount as fixed price:** Percent of discount bids that are not based upon published price lists will be administered as fixed price contracts.
- 10.11. Price lists:** A copy of the latest edition of the price list to which discount shall be applied shall be included with bid. Bidder shall attach all applicable price lists. Submission of outdated price lists may result in rejection of bid.
- 10.12. Pricing increases and adjustment:** Bids shall include prices for any and all items. Prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in bid. If allowable price adjustment contingencies occur, contract vendor may 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 bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 10.13. 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. 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 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.
- Contract pricing based upon regions (as specified elsewhere in this solicitation or in approved contract pricing) may base price reductions upon those contract-approved regions. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract. Contract vendor shall offer Mohave any published price reduction during the contract period. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract. Contract vendor shall offer Mohave any published price reduction during the contract period.
- Contractor with pricing based upon regions (as specified elsewhere in this solicitation or in approved contract pricing) may base price reductions upon any or all contract-approved regions.
- 10.14. Price review:** Mohave will review requests for price adjustments to determine if the new prices or another option is in the members' best interests. New prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 10.15. Price workbook:** All bidders must complete the 13X roofing workbook titled "13X roofing workbook.xlsx". Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed workbook in your response. Paper copies of the workbook are required. Failure to provide and complete the 13X roofing workbook shall render your bid nonresponsive. **Place after Tab 3a.**
- If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

10.16. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin. 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 may 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.

10.17. Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

10.18. Travel time, mobilization, and trip charges: Contract vendor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization or trip charges are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization or trip charges may be based on mileage from the point of origin. 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.

11. SAMPLES, SAMPLE TESTING

11.1. Sample evaluation: Samples may be requested by member for compliance with manufacturer 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. Member may request samples for testing by an independent firm or laboratory at any time prior to, during, or after completion of project. Should test results prove that a material is not functionally equal to specified material, the contract vendor shall pay for all testing, and installed roofing found not to comply with the specifications shall be removed and replaced with conforming materials at no charge, or change in the contract price

11.2. Sample requirements: Bidder shall provide adequate samples and detailed specifications for any item offered upon member request. Samples must be submitted within ten (10) days of request from member.

11.3. Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Samples may be held for comparison with deliveries. Member 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 will be considered abandoned, and member shall have the right to dispose of them.

12. SITE REQUIREMENTS

12.1. Accessibility: For roof work areas that are not accessible through regular means and methods, surcharges will be allowed. These surcharges shall only apply when workers and equipment shall be transported over one or more additional roof areas not being worked on, or where fall protection is required in excess of warning lines. These surcharges shall be clearly identified in your pricing workbook.

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

12.3. 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 as determined by the member.

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

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

12.4. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors. These standards apply to onsite activities and equipment operation that support the contract work.

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

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

When roof decking is being repaired or replaced, the contract vendor shall maintain a crewman as a floor area guard.

The contract vendor shall assure that all tools used at the worksite shall be operated, serviced, maintained, refueled and stored in compliance with current OSHA standards. Powder-actuated tools used by employees shall meet all applicable OSHA and ANSI related requirements. Only employees who have been specifically trained shall be allowed to operate a powder-actuated tool.

The contract vendor shall advise member representative when volatile materials are to be used near air ventilation intakes so that they can be shut down or blocked, as directed. Appropriate measures shall be taken to prevent rust, vapors, gases or odors from entering the building during roof removal, replacement, or repair.

Toilets shall be provided for contract vendor and subcontractor employees, as per OSHA standards and local building codes.

12.5. Preparation: Contract vendor shall clearly identify in writing any member responsibilities or similar pre-installation requirements prior to beginning projects. The condition of the prepared site prior to start up shall be agreed upon between the member and the contract vendor and shall be written into a construction contract.

If the building space directly under the roof area is to be used, the contract vendor shall agree to receive written approval from the member's representative prior to interrupting any classroom or program. Contract vendor shall advise the member's representative whenever work is expected to be hazardous.

Temporary electrical service and the cost for power, the costs for water, and other owner costs shall be identified.

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

12.7. Safety measures: Contract vendor shall take all reasonable precautions for the safety of employees 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 state law and standard practices to protect workers, general public, and existing structures from injury or damage.

12.8. Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.9. 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 must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. For materials stored offsite that have been paid by member, contract vendor agrees to provide proof of insurance coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

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 rules of the Arizona Registrar of Contractors and the Procurement 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 paid. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

13.6. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay 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 materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

14.2. Contract extension: Conditions for contract extension 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.

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

15. TRADE-IN EQUIPMENT OR RECYCLED MATERIALS CREDITS

Member and contract vendor shall determine values placed on trade-in products, or any credits for materials to be sent to a recycling center. The value of trade-in or credit for recycled materials shall not affect the amount of administration fee paid to Mohave. Trade-in equipment and materials to be recycled shall be dismantled by contract vendor and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

16. WARRANTY/QUALITY GUARANTEE

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

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

16.3. Quality: Contract vendor warrants that for a minimum of 5 years for workmanship, and the minimum stated manufacturer's roofing system warranty, after acceptance of the materials by member, they shall be:

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

16.4. Warranty requirements: Contract vendor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part contract vendor received at no cost under a warranty.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 95 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 none are 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 and Mohave's decision shall be final.)

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. 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 is acquired by an independent third party.

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

1.3. 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. 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.

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

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work/services and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- 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
- Failing to provide required performance bonds;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed 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.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same contract vendor for similar goods 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 replace the contract rests solely with Mohave.

1.6. 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. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

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

EXHIBIT B
Award and Rate Sheet

Offer and Acceptance Form

Place after Tab 1a

IFB 13X-0131

Roof and Roofing Systems - Installation, Products, and Services

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number: 86-0345657

Company Name: Progressive Services, Inc. dba Progressive Roofing

Address: 23 N. 35th Avenue City: Phoenix State: AZ Zip: 85009

Telephone Number: 602-278-4900

Fax: 602- 278-3199

Printed Name : Mark Farrell

Title: President

Primary Email : mark.farrell@progressiveus.com Alternate email : alice.hunt@progressiveus.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 that will be used only if the primary email address is not valid.

Authorized Signature

The offer and acceptance form should be submitted with a signature by 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 contract award document, or to make other notations as indicated, may result in rejection of bid.

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

Acceptance of Offer and Contract Award (Mohave Only)

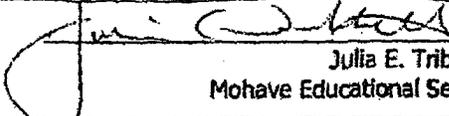
Your Bid is Hereby Accepted:

As 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, addenda, etc.

This Contract shall be referred to as Contract Number 13X-PRO-0417

Awarded this 28th day of March 2014.

This contract shall be effective this 17th day of April 2014.


Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

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

EXHIBIT C
Scope of Work

PROJECT

Provide roof repair or replacement to City of Glendale facilities on an as-needed basis.

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

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$420,000 annually or \$1,680,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The vendor will provide roof repair or replacement to City of Glendale facilities on an as-needed basis.