

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SDB, INC., D/B/A
SDB CONTRACTING SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 23, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and SDB, Inc., an Arizona corporation, d/b/a SDB Contracting Services (the “Contractor”).

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. (“Mohave”) entered into Contract No. 14G-SDB-0903, dated September 3, 2014, as amended by that Extension of Contract dated August 24, 2015, by that letter agreement dated September 2, 2015, and by that Extension of Contract dated July 26, 2016 (collectively, the “Mohave Contract”), for the Contractor to provide job order contracting. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mohave Contract, at its discretion and with the agreement of the awarded Contractor, and the Mohave Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with demolition of the bus barn at Four Peaks Park, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 2, 2017, unless terminated as otherwise provided in this Agreement or the Mohave Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the Mohave Contract and as more particularly set forth in the Proposal attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Mohave Contract will be held at Contractor's risk. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay Contractor an amount not to exceed \$19,484.09 for the Materials and Services at the rates set forth in the Mohave Contract and as more particularly set forth in the Proposal.

5. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Mohave Contract, the Proposal and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mohave Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mohave Contract shall not alter

such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be “Mohave” (as defined in the Mohave Contract) for the purposes of the portions of the Mohave Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Grady E. Miller, Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	SDB, Inc., d/b/a SDB Contracting Services 810 West 1st Street Tempe, Arizona 85281 Attn: Chris Baruso

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed

received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

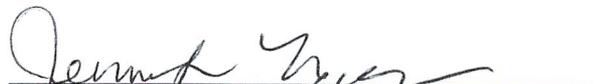
CR
9/6/16

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On September 8, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

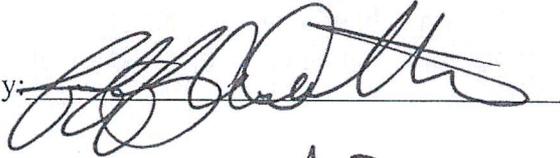



Notary Public

(Affix notary seal here)

“Contractor”

SDB, INC.,
an Arizona corporation, d/b/a
SDB CONTRACTING SERVICES

By: 

Name: JEFFREY A. DALTON

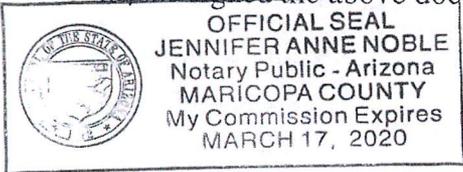
Title: VICE PRESIDENT

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Handwritten signature/initials

On September 1, 2016, before me personally appeared Jeffrey A. Dalton, the Vice President of SDB, INC., an Arizona corporation, d/b/a SDB CONTRACTING SERVICES, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



Jennifer Anne Noble
Notary Public

(Affix notary seal here)

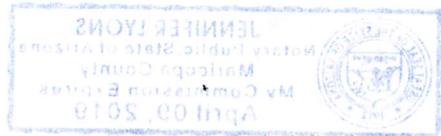


EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SDB, INC., D/B/A
SDB CONTRACTING SERVICES

[Mohave Contract]

See following pages.



7/26/2016

Extension of Contract (Page 1 of 3)

Tab Barth
SDB, Inc.
810 W. 1st Street
Tempe, AZ 85281

RE: Contract # 14G-SDB-0903 Extension Agreement made by and between SDB, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 14G-SDB-0903 for a period of one (1) year, beginning 9/3/2016. 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, SDB, Inc. agrees to provide products or prices as per 14G-0808.

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

Signature B. DDD Title Vice President
Typed/Printed Name Brian Bohusack Date 7-27-16

Please check the information below.

POs Att: Order Desk
SDB, Inc.
810 W. 1st Street
Tempe, AZ 85281

Remit to: SDB, Inc.
Accounts Receivable
810 W. 1st Street
Tempe, AZ 85281

Member Contact: Chris Baruso
Contract Administrator: Tab Barth
Phone Number: 480-967-5810
Fax Number: 480-967-5841

If both pages of this notice are not received at Mohave's Kingman office on or before 9/3/2016, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 14G-SDB-0903 effective 9/3/2016, send a notice of such to (928) 718-3238 or email contracts@mesc.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 Coefficient applies to RS Means, and some fixed price for professional services. Member must choose UPB or open book pricing before requesting a quote. . 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 09/03/2017.

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

_____ We will provide new price lists/catalog by _____. (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 michael@mesc.org or phone <<csInfo::csphone>>.



Mohave Contract
14G-SDB-0903

SDB, Inc.
Via Email

9/2/15

Agreement to amend the special terms and conditions to allow a one-time price adjustment

Mohave Educational Services Cooperative, Inc. (Mohave) desires to allow a one-time price adjustment due to recent changes in the transaction privilege tax process for contractors. In order to do so, it is necessary to modify the special terms and conditions of contract 14G-SDB-0903. It is understood that the following terms and conditions found in RFP 15G-0808 are temporarily suspended to allow a one-time price adjustment. Once the price files and supporting documentation are reviewed and accepted by Mohave, it is understood that the terms and conditions below will revert to their original intent regarding the modification of pricing under your contract.

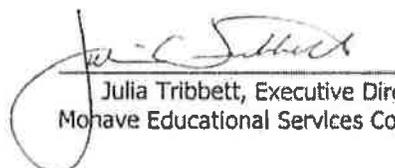
Special Terms and Conditions (suspended portions highlighted in italics for emphasis):

9.7 New price lists: *New price lists, and workbooks shall only be submitted for review at the renewal anniversary of the contract. Contract vendor shall be bound to the pricing methodologies submitted in the price proposal. Contract vendor shall not be allowed to add new pricing methodologies to their price proposal. Contract vendor will be allowed to remove pricing methodologies. 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.

This agreement shall be effective September 2, 2015. Signature below indicates agreement to modifications as listed above.


Brian Bohnsack, VP/COO
SDB, Inc.

Dated 9/8/2015


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

Dated 9/14/15



8/24/2015

Extension of Contract (Page 1 of 3)

Tab Barth
SDB, Inc.
810 W. 1st Street
Tempe, AZ 85281

RE: Contract # 14G-SDB-0903 Extension Agreement made by and between SDB, Inc. and Mohave Educational Services Cooperative (Mohave).

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Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, SDB, Inc. agrees to provide products or prices as per 14G-0808.

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

Signature B. Bohnsack Title Vice President/COO

Typed/Printed Name Brian Bohnsack Date 08/25/2015

Please check the information below.

POs Att: Order Desk
SDB, Inc.
810 W. 1st Street
Tempe, AZ 85281

Remit to: SDB, Inc.
Accounts Receivable
810 W. 1st Street
Tempe, AZ 85281

Member Contact: Chris Baruso
Contract Administrator: Tab Barth
Phone Number: 480-967-5810
Fax Number: 480-967-5841

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(Page 2 of 3)

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- 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 michael@mesc.org or phone <<csInfo::csphone>>.



NOTIFICATION OF AWARD LETTER

August 28, 2014

Sent this day via email to brianb@sdb.com

Brian Bohnsack, Vice President & C.O.O.
SDB Inc.
810 W. 1st St.
Tempe, AZ 85281

Congratulations, SDB Inc.'s response has been awarded a contract under RFP 14G-0808. Attached is a copy of the contract signature page. 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 products/services 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 SDB 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/services until you receive a "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.

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, etc. Email back any changes as soon as possible to nancy@mesc.org.

Your contract number is 14G-SDB-0903 and will take effect on September 3, 2014.

If you have any questions regarding your new contract, please call me at (928) 718-3228. We look forward to working with you and your company in the future.

Thank you,

Nancy L. Colbaugh, CPPB
Contracts Specialist I



ARIZONA COOPERATIVE PURCHASING

REQUEST FOR PROPOSAL 14G-0808

Job Order Contracting for Various Construction Trades

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for Job Order Contracting Various Construction Trades.

Due Date & Time: August 8, 2014 @ 3:00 p.m. (local Arizona time)

Pre-proposal Conference: None

Last Day For Questions: August 1, 2014 @ 5:00 p.m. (local Arizona time)

RFP Questions Must Be Directed To:

Nancy L. Colbaugh, CPPB, Contract
Email: contracts@mesc.org
Telephone: (928) 718-3228

This solicitation consists of instructions to offerors, scope of work/services, specifications, evaluation requirements, special terms and conditions, general terms and conditions, standard terms and conditions for construction, qualifications, financial capacity, management plans, past performance, price proposal, award criteria, offer and acceptance form, and form of contract. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror's sole risk.

To be considered, proposals 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 RFP 14G-0808, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or box. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals 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. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

Mohave reserves the right to cancel this solicitation and/or reject all proposals 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: July 11, 2014

Template Rev. 14-09



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Click section title to be taken directly to that section.

3/31/14 EH



Request for Proposal 14G-0808 Job Order Contracting for Various Construction Trades

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Click section title to be taken directly to that section.

Offer and Acceptance Form

Place after Tab 1a

RFP 14G-0808 Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number 94-2705363

Company Name SDB Inc.

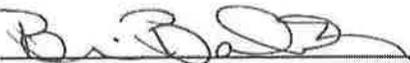
Address 810 W. 1st St. City Tempe State AZ Zip 85281

Telephone Number (480) 967-5810 Fax (480) 967-5841

Printed Name Brian Bohnsack Title Vice President & C.O.O.

Primary Email brianb@sdb.com Alternate email chris.baruso@sdb.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 proposal. The person signing the proposal shall initial erasures, interlineations, or other modifications in proposal. Failure to sign the proposal and contract award document, or to make other notations as indicated, may result in rejection of proposal.

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

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal Is Hereby Accepted:

As 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, etc.

This Contract shall be referred to as Contract Number 14G-5DB-0903

Awarded this 26th day of August 2014.

This contract shall be effective this 3rd day of September 2014.


Julia E. Tribbett, Executive Director

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 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 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.

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.

1.7. 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.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 57 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work/services and specifications and other documents in this solicitation.
- The submission of the proposal did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work/services, specifications, and other documents of this Request For Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS § 41-4401, and ARS § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CONFIRMATION

If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive. Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file.

4. CONFIDENTIAL INFORMATION

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

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

4.3. Public record: All proposals 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 notification.

5. COOPERATIVE PURCHASING

5.1. 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 contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

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

5.3. Most favored customer: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. 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. 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.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work/Services (page 5) 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.

7. EVALUATION & AWARD

7.1. Basis of award: In accordance with Arizona Administrative Code, Article 10: School District Procurement R7-2-1110, ARS § 34-604(F)(9) and 41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. Mohave reserves the right, but is not required to use model projects to determine the most advantageous cost proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

7.2. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

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

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

<u>Criteria</u>	<u>Points</u>
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's safety plan and record	5
Offeror's financial capacity	5
Information from references, past performance information and other pertinent information	5
Technical Proposal Total	100
Price Proposal Evaluation	
Cost	25
Other appropriate evaluations described in R7-2-1046:	
Travel; meals & incidental expenses (M&IE); transportation costs; energy costs; ownership costs; life cycle costs	5
Price Proposal Total	30
Grand Total	130

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

7.6. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work/services, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.7. Maximum job order: The maximum dollar of an individual job order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to Title 38, Chapter 3, Article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement. A specific single project means a project that is constructed at a single location, at a common location, or for a common purpose (ARS § 28-7361.18).

7.8. Method of evaluation: Mohave shall select a selection committee of not more than seven (7) members to evaluate the statement of qualifications. Composition of the selection committee shall be in compliance with Arizona Administrative Code, Article 10: School District Procurement R7-2-1107, ARS § 34-604(C)(3) and § 41-2579(C)(3).

7.9. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award up to five general contracting, five HVAC and three plumbing contracts to individual firms receiving the highest number of points, for similar job-order-contracting construction services within a specialty division (e.g. Division 23 HVAC) or within all divisions. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if 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, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

7.10. 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.

7.11. 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/services 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.

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

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

7.13. Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

7.14. Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

7.15. 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 proposal.

Contract vendor costs means the costs of all hardware, materials, software, transportation, contract vendor support and all other identifiable costs associated with the proposal.

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.

8. FEDERAL & STATE REQUIREMENTS

8.1. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

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

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

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

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

8.2. Compliance with workforce requirements: Pursuant to ARS § 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 ARS § 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://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.3. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. 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.

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

8.5. Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror 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.

8.6. 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/services 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.

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

9. 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.

10. INDEMNIFICATION

10.1. 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.

10.2. 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 others not having modified their equipment or software.

10.3. 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.

11. INTERVIEWS: After receipt and opening of preliminary technical proposals, Mohave will not hold interviews during the evaluation of this RFP.

12. LICENSES

In accordance with ARS § 34-605(E)(2) and 41-2580(E)(2): The contractor is required to be licensed to perform construction.

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. Contract vendor shall remain fully informed of and in compliance with all 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.

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

13. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

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

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

14. ORDERING CYCLE

14.1. 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.

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

14.3. 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.

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

14.5. 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 orders must be in the possession of Mohave within a reasonable amount of time.

14.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

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

15. OVERVIEW

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

15.2. Modification of contract: An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

15.3. Applicable law: 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.

15.4. 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.

15.5. 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.

15.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

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

15.8. 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.

15.9. Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

15.10. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

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

15.12. Contract claims or controversies: The requirements of the Arizona procurement rules and code 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 ARS, 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. ARS, 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.

15.13. 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.

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

15.15. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. 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 Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

15.16. 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.

15.17. 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/services and specifications
4. RFP response
5. Attachments and exhibits
6. Documents referenced or included in the solicitation

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

15.19. 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.

15.20. Removal from prospective bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal 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 list.

15.21. 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.

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

16. PAYMENT

16.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

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

16.3. Contract vendor invoice: 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. Invoice must include member purchase order number and Mohave contract number.

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, etc.).

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

16.5. Correct billing: Contract products/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.

16.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

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

16.8. 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) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

16.9. 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.

16.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. 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. Payment and 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 in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

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

17. PREPARATION OF PROPOSAL & PROPOSAL FORMAT

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

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

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

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

Technical and price proposals:

Technical proposal consists of: the offer and acceptance; terms and conditions; scope of work/services and specification documents; offer and acceptance; amendments (if any); acceptance of general & special terms and conditions; scope of work/services; specifications with exceptions/deviations noted; bid bond/alternate security; bonding capacity; complete response to the Method of Approach and Qualification and Experience pages; completed primary contract documents; support and maintenance information; certificate of insurance; company financials; past performance and management plans; sample supplemental agreements; and any additional information.

Price proposal consists of (submitted in a sealed package from the technical proposal): all pricing related to the work/services to be provided under an awarded contract, and pricing methodologies.

18. PROTESTS

Protests shall be filed with Julia E. Tribbett, the Executive Director of Mohave (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* 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. A protest filed on the tenth day must be received by 5:00 pm, local AZ 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 attorneys fees and costs along with the costs for the hearing.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he 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.

20. SAFETY STANDARDS

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

21. SHIPPING

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

21.2. 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.

21.3. 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.

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

22. SUSPENSION OR DEBARMENT STATUS

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

23. TAXES

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

23.2. 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.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

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

23.5. 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.

23.6. Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.

23.7. Taxes on construction: Contract vendors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contract vendor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Standard Terms and Conditions for Construction

Place after Tab 1c

1. BID SECURITY

- 1.1. Amount of bid security:** All offerors for a contract under this RFP shall include acceptable bid security in the amount of **\$100,000** with the submission of their bid.
- 1.2. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS § 34-610 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 ARS § 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 above in "*Amount of bid security.*"
- 1.3. Form of bid security:** Acceptable bid security for this RFP will be a certified or cashier's 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), ARS § 34-610 and 41-2573]. Bid security may be provided using the form found in the primary contract document pages of this RFP, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it shall render your proposal 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. Said procedure shall include provisions for field change orders. 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 ARS § 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, unless such change significantly modifies the scope of work and needs to be documented.

- 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. Cancellation by Mohave:** Mohave reserves the right to cancel a contract resulting from this RFP if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.
- 3.2. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.3. Member delays: As required by ARS § 15-213 (D), the contract vendor will 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 will 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.

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

3.5. Form of construction contracts: A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

3.6. Member representative: All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

3.7. Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

3.8. Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213, 34-227, and 41-2583)

3.9. Work performed by the member: Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, 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 will make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor will notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

5.2. Coordination with other vendors: The contract vendor shall coordinate with other contractors and vendors.

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 will 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 will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's representative.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

7.1. 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 will 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 pricing workbook.

7.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

7.3. Indemnification: During the life of the contract, 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 fire 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.

7.4. Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contract vendor shall provide member with a certificate of insurance naming the member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

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

8. LABOR PRACTICES

8.1. Labor practices: The contract vendor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. 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: The method and manner of performance must be stated: 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; the contract vendor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the contract vendor will use to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees will be clearly stated.

8.3. Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers 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 will be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines a liquidate damages or early incentive agreement, the contract vendor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

10. 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.

11. PERFORMANCE AND PAYMENT BONDS

11.1. Issuing performance and payment bonds: Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS § 34-222, 34-223, 34-611, 28-6923, 41-2574, or R7-2-1103 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

The contract vendor will supply Mohave with a copy of the bonds upon request. If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be cancelled.

Members who elect to waive these bonds must indicate their decision, in writing, to Mohave. For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

11.2. Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed 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.

11.3. Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. The performance bond and payment bond for each job order shall cover the full amount of the project under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an initial estimate of the amount of construction that will be done under the contract by the members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

12. PROGRESS PAYMENTS

12.1. Progress Payments on Construction: R7-2-1105 and ARS § 34-609 and 41-2577 allows for progress payments if the contract vendor agrees to adhere to ARS § 34-609(B)(D)(F) and 41-2577(B)(D)(F) and as applicable in ARS § 34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the offeror that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A) and ARS § 34-609(A) and 41-2577(A). In such cases, the offeror agrees to hold Mohave harmless for any deficiency of payment.

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

12.2. 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 offeror agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The offeror may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and ARS § 34-609(I) and 41-2577(E).

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

12.3. 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 ARS § 41-2577(C) and 34-609(C)]. 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.

13. 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.

14. PROJECT COMPLETION

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

14.2. 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.

15. PUBLIC WORKS

15.1. 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.

15.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of ARS § 34, Article 3, for eligibility to receive public funds.

15.3. Residency requirement: ARS § 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 ARS § 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.

15.4. 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.

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

16. RETENTION

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

17. RULES, REGULATIONS AND CODES

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

17.2. Compliance: All work will be accomplished in conformance to 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.

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

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

18. SUITS FOR NONPAYMENT OR NONPERFORMANCE

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

19. SURETY COMPANIES

Surety company requirements: 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 on the monthly surety listing provided by the Corporate and Financial Affairs Division of the Arizona Department of Insurance (www.id.state.az.us).

20. WARRANTY/MAINTENANCE CONTRACTS

20.1. Extended warranties/service contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The maintenance contract shall be offered as a separate line item. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

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

21. WORKSITE

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

21.2. 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.

21.3. 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.

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.

**General Terms and Conditions and
Standard Terms and Conditions for Construction
Acceptance Form**

Place after Tab 1c

Signature on Page 57 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 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 Standards 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 proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)



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 36-55. Please review them and complete the *Special Terms and Conditions Specifications Acceptance Form* (page 35).

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. FORM OF CONTRACT

- 2.1. 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 proposal requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.
- 2.2. Design and engineering services:** This is not a contract for design or engineering services. Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing services within the specifications and scope of work.
- 2.3. Form of contract:** The form of contract for this solicitation shall be the Request For Proposal, the awarded proposal(s), the Request for Qualifications (RFQ), and properly issued member purchase orders referencing the requirements of the Request For Proposal.
- 2.4. 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.

3. INSTALLATION

Installation 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.

4. INSURANCE

4.1. 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 \$2,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract.

4.2. 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.

4.3. 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.

5. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. 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.

6. MANUFACTURER SUPPORT

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

7. OFFER ACCEPTANCE PERIOD

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

8. OVERVIEW

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

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

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

8.4. 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.

9. PRICING

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

9.2. Application of pricing: In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote 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.

9.3. Basis for pricing: Contract pricing under this RFP shall be based upon:

1. Coefficient applied to a UPB; or
2. Open Book Pricing; or
3. Discount applied to Trade Service (TRA-SER) Plumbing/HVACR price guide; or
4. A combination of the above.

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

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

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

9.7. New price lists: New price lists, and workbooks shall only be submitted for review at the renewal anniversary of the contract. Contract vendor shall be bound to the pricing methodologies submitted in the price proposal. Contract vendor shall not be allowed to add new pricing methodologies to their price proposal. Contract vendor will be allowed to remove pricing methodologies. 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.

9.8. Open Book Pricing: In addition to UPB-based pricing, Open Book Pricing may be used as an optional pricing method. Member shall select the pricing method for a job order prior to requesting a price quote. Once selected, the pricing method for the job order may not be changed. Open Book Pricing shall consist of direct job cost, project-specific general conditions, a fixed general and administrative cost multiplier, and a fixed profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to Open Book Pricing for total job order cost.

The factors used in Open Book Pricing shall be consistent with the factors used in determining the UPB coefficient originally awarded in the contract.

Projects that include preconstruction services shall use the UPB pricing methodology as the basis for that pricing. For projects using these preconstruction services, both UPB and Open Book Pricing methodology may be used – UPB for the preconstruction portion, and Open Book for the rest of the project.

9.9. 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.

9.10. 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.

9.11. Price workbook: All offerors shall submit their price proposal in paper, and in an electronic format. Provide a CD, USB, or similar electronic media device with the completed price proposal in your response. *Place within your separately submitted price proposal.*

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

9.12. Preferred order of pricing methodologies: The preferred order of pricing for UPB and Trade Service pricing may be as follows:

1. Coefficient applied to a UPB
2. Coefficient applied to UPB labor and equipment. Trade Service product pricing for materials
3. Coefficient applied to UPB labor, equipment, and non pre-priced item
4. Trade Service product pricing and labor rate

9.13. 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 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.

9.14. Travel time and trip charges: Contract vendor may charge for travel time, 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.

9.15. 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.

9.16. Trade Service (TRA-SER): The successful contract vendor shall furnish Mohave with adequate copies of current Trade Service Plumbing/HVACR price guide to facilitate eligible procurement agencies in placing orders. The copy of the Trade Service eDataflex will be used to archive historical pricing information for Mohave staff to confirm pricing and perform audits under an awarded contract. Mohave will attempt to spread the costs for the Trade Service HVAC and plumbing price guides between all contract vendors awarded a contract.

9.17. Unit price book: Offeror shall provide the name and date of the unit price book to which the coefficient will be applied. Submission of outdated unit price books may result in rejection of the proposal.

9.18. Unit price book copies: The successful contract vendor shall be responsible for providing UPB pricing for Mohave's use. Mohave may require multiple copies of the UPB. Mohave will attempt to spread the costs for the UPB pricing between all contract vendors awarded a contract by purchasing the required pricing and invoicing the vendor, based on the modules used by each vendor.

10. SITE REQUIREMENTS

10.1. 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.

10.2. 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 ARS § 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.

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

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

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

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

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

10.6. 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 state law and standard practices to protect workers, general public, and existing structures from injury or damage.

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

10.8. 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 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. 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 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.

11. SUBCONTRACTORS

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

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

11.3. 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.

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

11.5. 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.

11.6. Section Process for Subcontractors: Contract vendor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.

11.7. Use of subcontractors: If the contract vendor subcontracts or intends to subcontract part or all of the work under a job order:

The contract vendor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contract vendor to do all or part of the work under one or more job orders.

Provide a copy of the descriptions of all standard individual tasks and a copy of the applicable current standard unit prices on which the subcontractor is invited to bid.

12. TERM OF CONTRACT AND EXTENSION

12.1. 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.

12.2. 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.

12.3. 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.

13. TRADE-IN EQUIPMENT

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment 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.

14. WARRANTY/QUALITY GUARANTEE

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

14.2. 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.

14.3. Quality: Unless otherwise specified, contract vendor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

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

14.4. Warranty requirements: Contract vendor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 12-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.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on 57 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 proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Scope of Work/Services

Place after Tab 1e

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of Job Order Contracting (JOC) for various construction trades as specified within this Request For Proposal. These services are requested for Mohave's membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) consecutive one-year extension options.

Because any work under this contract will be on a Job Order basis, exact project details are not available. General information on the project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided by members prior to usage of awarded contracts.

Mohave may procure, as an entity for its membership, construction and construction services, as applicable, using the following project delivery method: Job order contracting, as stated in Arizona Administrative Code, Article 11: School District Procurement R7-2-1106 through R7-2-1115, ARS § 34-602 (A)(4) and 41-2582(A)(4). Mohave's determination to use alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Article 10: School District Procurement R7-2-1106, ARS § 34-604 and 41-2579. Services shall be procured in accordance with the Arizona Administrative Code, Article 11: School District Procurement R7-2-1106 through R7-2-1115, and ARS § 34-604 and 41-2579.

Under job order contracting (JOC), a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). Pricing may also be established through an Open Book Pricing methodology. Open Book Pricing allows the contract vendor to apply subcontractor price quotes or total direct project costs to a predetermined General and Administrative (G&A) percentage and profit mark-up. Trade Service (TRA-SER) along with an established labor hourly rate may be used for service and repair projects. When a specific project, or job order, is issued, the member and the contractor agree on the scope of work, pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology for the entire project.

Mohave has current contracts for related work (e.g., roofing, painting, paving, electrical). Any contract(s) awarded under this RFP are in addition to, but will not replace those contracts. The Mohave member shall retain the right to determine which contracts are in their best interests.

Each firm may only respond to the division or divisions authorized by Mohave in your 14G notification of advancement letter.

General Contractors Divisions 1-49: Construction services for contract vendors in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades for facilities and sites for a wide variety of educational, other government agencies and not for profit agencies.

Plumbing Contractors Division 22: Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of plumbing equipment.

Heating, Ventilation, and Air Conditions (HVAC) Division 23: Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of HVAC systems and plumbing services as related to HVAC systems.

If a contract vendor is eligible to respond to both plumbing and HVAC divisions, only one response shall be submitted for this RFP. However, the contract vendor shall provide information relating to both plumbing and HVAC divisions, combined or separate for the following: specifications, qualifications in the technical proposal, pricing co-efficients and pricing information.

Scope of Work/Services continued on next page

Mohave currently has two JOC contracts (09D-0716) for general contracting. Activity under the contracts from 7/1/12 through 6/30/13 was \$7,663,694 and for year to date (7/1/13 through 6/30/14) is \$8,344,578.

Mohave currently has four JOC contracts (09D-0716 and 10C-0514) for heating, cooling, ventilation, and air conditioning. Activity under the contracts from 7/1/12 through 6/30/13 was \$13,696,461 and for year to date (7/1/13 through 6/30/14) is \$22,689,893.

Mohave currently has one non-JOC contract (09O-1109) for plumbing services. Activity under the contract from 7/1/12 through 6/30/13 was \$215,324 and for year to date (7/1/13 through 6/30/14) is \$146,760.

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Request For Proposals Issued	July 11, 2014
Pre-proposal Conference Held	None
Deadline for Questions	August 1, 2014 at 5:00 p.m. (local AZ time)
Published RFP Due Date & Time	August 8, 2014 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposals	August 8, 2014 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	August 27, 2014
Execution of Contract(s) (<i>estimated date only</i>)	September 3, 2014

3. SUBMISSION OF PROPOSALS

3.1 Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2 The offeror must submit a proposal following information detailed in the *RFP Instructions to Offeror & Checklist*.

4. CONTRACT TYPE

The term contract shall be a coefficient applied to a Unit Price Book (UPB), methodology as outlined in Open Book Pricing, and/or time for labor and/or a discount applied to Trade Service (TRA-SER) for products.

Scope of Work/Services continued on next page

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Technical Proposal:

- a. Offeror's qualifications and experience
- b. Quality of the technical proposal (including all required documents)
- c. Offeror's contract management plan
- d. Offeror's quality management plan
- e. Offeror's subcontractor management plan
- f. Offeror's safety plan and record
- g. Offeror's financial capacity
- h. Information from references, past performance information and other pertinent information

2) Price Proposal: electronic pricing and/or pricing documents, mobilization and travel charges, pricing methodology.

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" 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 demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your proposal 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 will be listed by specification number on the *Scope of Work/Services and Specifications Acceptance Form*.

Minimum specifications: The standard of quality and performance indicated in the specifications and scope of work or services shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed.

Purpose of specifications: Specifications are designed to enable offeror 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 offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

Requirement	Comply	Deviate*
1.1 Job Order Contracting - General Requirements		
1.1.01 Contract vendor shall provide all labor, materials, equipment, and services required to complete each project according to the schedule developed with the member representative. All required bonds shall be provided to the member.	X	
1.1.02 All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contract vendor shall make their personnel aware of such instructions. Contract vendor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	
1.1.03 If contract vendor prepares drawings, the member representative shall approve drawings prior to contract vendor starting any work.	X	
1.1.04 Contract vendor's work responsibility shall include planning, programming, administration, and management necessary to provide all construction and related services as specified in the job order. Contract vendor shall perform the work in strict accordance with the contract and all current applicable federal, state and local laws, and codes.	X	
1.1.05 Contract vendor shall provide related services such as preparing and submitting required reports and submitting necessary information as specified under this contract and within individual job orders.	X	
1.1.06 Contract vendor shall ensure that all work meets, or exceeds, critical reliability rates or tolerances specified or included in applicable documents.	X	

1.1.07	Contract vendor shall ensure all work areas that may pose a hazard are adequately identified and secured at all times.	X	
1.1.08	Equipment and materials shall be produced by manufacturers and fabricators regularly engaged in the manufacture of similar items and with a history of successful production.	X	
1.1.09	All new materials furnished under the contract shall be of the latest design, from known manufacturers of the materials, free from defects, and in compliance with the specifications and scope of work. Rebuilt or remanufactured components, such as motors, thermomagnetic breakers, etc. shall be identified and use approved by member representative prior to installation.	X	
1.1.10	All materials and equipment furnished under the contract shall be of brands and models acceptable to the member representative.	X	
1.1.11	During progress of any job order which includes drawings, contract vendor shall keep a careful record at jobsite of all changes and corrections from the layouts shown in the drawings. Contract vendor shall promptly enter all such changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS-BUILT," or a similar notation.	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	When requested or required by member, contract vendor shall provide reproducible, professional drafting quality drawings. Member supplied drawings shall be a reproducible design with final record drawings, or drawings from which the contract vendor can develop detailed working drawings. The drawings provided shall be in accordance with current applicable federal, state and local laws, and codes.	X	
1.1.14	The contract vendor shall promptly notify the member representative in writing if any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other document for any project are discovered. The contract vendor shall not proceed with the project without written direction from the member representative.	X	
1.1.15	Contract vendor's personnel may be permitted to use toilet facilities on the premises subject to approval from the member representative. In the event none are available, contract vendor shall, at his expense, provide portable facilities.	X	
1.1.16	The member may require occupying the area where work is to be performed during the construction period. Contract vendor shall coordinate with member representative to have access to that portion of the area within which work is to be performed. Movement of contract vendor personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with ongoing operations in the work areas.	X	
1.1.17	Contract vendor shall not build upon or conceal defective work.	X	
1.1.18	Materials classified by the member representative as salvageable shall remain the property of the member.	X	
1.1.19	Materials not classified by the member representative as salvageable or repairable shall be disposed of in accordance with current applicable federal, state and local laws, and codes.	X	
1.1.20	The contract vendor shall immediately notify the member representative if asbestos is identified in the work area. The member representative will provide further instructions to the contract vendor. Removal of asbestos materials shall be accomplished by a contractor licensed in asbestos abatement, and following all current local, state and federal laws for the handling and disposal of asbestos.	X	
1.1.21	Contract vendor shall conduct a pre-final inspection prior to	X	

	requesting a final inspection. Any discrepancies shall be corrected prior to any final inspection.	X	
1.1.22	Prior to final acceptance and payment, contract vendor shall submit any available manufacturers' original operation and maintenance manuals to the member representative for all current applicable equipment and materials. Contract vendor shall conduct a training session to brief member personnel on the operation and maintenance procedures of such equipment and materials.	X	
1.1.23	A request for final inspection shall normally be requested one day before the desired date or as otherwise negotiated with the member representative. The member representative, or designee, will perform the final inspection with contract vendor. Any discrepancies will be noted and corrected within the time specified by the member representative prior to payment.	X	
1.1.24	Prior to performance of final inspection, contract vendor shall submit and have the member representative approve all submittals, as-built drawings and manuals.	X	
1.2	Pricing – Unit Price Book Requirements (UPB)		
1.2.01	Upon member representative acceptance of unit price book pricing methodology to be used under the job order, project pricing shall be based upon a coefficient to be applied to an approved Unit Price Book (UPB).	X	
1.2.02	Scope of work within Divisions 1-49 of the Construction Specifications Institute: The UPB for contract vendors providing work in Divisions 1-49 shall be the current edition of RS MEANS Facilities Construction Cost Data, or RS Means Costworks software.	X	
1.2.03	Scope of work within Divisions 1-49 of the Construction Specifications Institute: RS MEANS Building Construction Cost Data, Maintenance and Repair Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data is allowable if the appropriate line item is not found in the Facilities Construction Cost Data or Costworks software.	X	
1.2.04	Scope of work within Division 22 of the Construction Specifications Institute: The UPB for Division-22 Plumbing shall be the current edition of the RS MEANS Plumbing Cost Data book, or the Plumbing Cost Data module activated in the RS Means Costworks software. Contract vendor may perform related services, such as unit repairs, services, and installations for equipment and processes within Divisions 2 (Demolition), 11 (Equipment), and 13 (Special Construction).	X	
1.2.05	Scope of work within Division 22 of the Construction Specifications Institute: To complete a plumbing project using other ancillary services from other divisions, use of current editions of <i>RS Means Costworks</i> Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Repair and Remodeling Cost Data, Site Work Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data. (A brief descriptive narrative shall be required for all jobs that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a plumbing job shall not be allowed under this contract).	X	
1.2.06	Scope of work within Division 23 of the Construction Specifications Institute: The UPB for Division-23 HVAC shall be the current edition of the RS MEANS Mechanical Cost Data book, or the Mechanical Cost Data module activated in the RS Means Costworks software. Contract vendor may perform plumbing and electrical related services, such as unit repairs, services, and	X	

	installations for equipment and processes within Divisions 2 (Demolition), 11 (Equipment), and 13 (Special Construction: Controls and Instrumentation).		X	
1.2.07	Scope of work within Division 23 of the Construction Specifications Institute: To complete a HVAC project using other ancillary services from other divisions, use of current editions of <i>RS Means Costworks</i> Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Plumbing Cost Data, Repair and Remodeling Cost Data, Site Work Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data. (A brief descriptive narrative shall be required for all jobs that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a HVAC job shall not be allowed under this contract).		X	
1.2.08	The Weighted City Cost Index (CCI) shall be applied to each division for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.		X	
1.2.09	Quarterly updates to the CCI shall be required under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.		X	
1.2.10	The total value of applicable line items and quantities will be multiplied by the appropriate CCI and the specified coefficient to determine the lump sum cost of each job order.		X	
1.2.11	Contract vendor shall provide the member representative with an item project cost prior to starting any job order. At a minimum, the project cost shall include: Date of Quote Item Number Unit Price Item Description Number of Units Grand Total Total Line Cost Line Items Subtotal UPB Date Coefficient Amount Unit Price Book used		X	
1.2.12	Items that cannot be found in the UPB or other approved RS MEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation shall be included in the line item cost sheet.		X	
1.2.13	If like items cannot be found in the UPB, contract vendor shall obtain three written quotes for a non pre-priced item and submit the quotes to Mohave. Mohave shall determine the most appropriate quote to use for adding the item to the approved contract pricing.		X	
1.2.14	Upon approval from Mohave, the non pre-priced item shall become part of the contract pricing and available for any job order. Contract vendor shall not provide a new item unless and until Mohave approves it.		X	
1.2.15	A coefficient to be applied to the cost of non pre-priced items shall be provided.		X	
1.2.16	Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member.		X	
1.2.17	Coefficients shall be extended no more than two decimal places.		X	
1.2.18	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to: the direct cost of doing the work; labor; overhead; general and administrative; profit; project office expenses; mobilization and close-out costs; insurance; compliance with current applicable federal, state and local laws, and codes; protective clothing and equipment; traffic and work site barriers; computer systems and software;		X	

vehicles, maintenance and fuel; and all contingencies connected to performing the work. <i>No additional payment will be allowed for these items.</i>	×	
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1.2.19	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.	×	
1.2.20	UPB Division 1 sections before 54, Construction Aids, are excluded from the contract		
1.2.21	except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual and unforeseen circumstances.	×	
1.2.22	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0010 through 1750 01 45 23.50-0010 through 9000 01 51 13.80-0010 through 0700	×	
1.2.22	Labor, equipment and material prices will be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.	×	
1.2.23	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.	×	
1.3 Pricing – Open Book Pricing Requirements			
1.3.01	Upon member acceptance of the Open Book Pricing methodology to be used under the job order, the project's direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contract vendor shall obtain firm price quotes from three contractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contract vendor shall make known the reasons they were unable to obtain additional price quotes.	×	
1.3.02	Upon request, contract vendor shall provide member with copies of subcontractor quotes and the basis for selection of each subcontractor.	×	
1.3.03	If the member objects to a selected subcontractor, member shall make the objection and the reasons for the objection known to the contract vendor. Contract vendor shall then present an acceptable subcontractor for the applicable discipline. Member shall not unreasonably object to, or withhold approval of a subcontractor.	×	
1.3.04	General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to: project management, estimating, quality control, and administrative labor; field office equipment, materials and supplies; travel and subsistence; temporary field office rental and utilities; submittals and operations and maintenance manuals; small tools, face and clothing protection; project scheduling; compliance per applicable environmental laws; marketing; and Mohave's 1% Administrative fee.	×	
1.3.05	General and administrative costs include, but are not limited to: home office general and administrative expense; excess liability and auto insurance; business licenses; and home office manager labor. General and administrative cost shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost for the	×	

	project. All costs shall be identified in the Open Book Pricing workbook and included in your price proposal.		X	
1.3.06	Profit shall be assessed as a fixed multiplier applied to direct project cost, general conditions cost, and general and administrative costs for the project. The amount of the profit multiplier shall be identified in the Open Book Pricing workbook and included in your price proposal.		X	
1.3.07	Each job order using Open Book Pricing shall include a completed copy of the worksheets named Price Summary and General Conditions provided in "JOC RFP 14G-0808 Open Book Price Summary.xlsx". All costs shall be identified in the Open Book Pricing workbook and included in your price proposal. Substantially similar documents may be used with Mohave's approval.		X	
1.4	Pricing – Trade Service (TRA-SER) Requirements			
1.4.01	As an alternative pricing methodology for service, repair, and maintenance projects, Trade Service Plumbing/HVACR price guide may be offered for product pricing.		X	
1.4.02	The Trade Service Plumbing/HVACR price guide shall be based on the most current update of <i>Trade Service Industry Modern Trade/Net Guide</i> .		X	
1.4.03	Quarterly and yearly updates to the Plumbing/HVACR price guide (<i>Trade Service</i>) shall be required under an awarded contract. Mohave shall set the schedule for allowable quarterly and yearly updates.		X	
1.4.04	Quarterly or yearly archived Plumbing/HVACR price guide (<i>Trade Service: eDataFlex Pricing Service CD</i>) shall be required under an awarded contract. Archived pricing shall be made available upon submission of quarterly or yearly updates.		X	
1.4.05	Contract vendor shall supply discounts, multipliers, and/or any references used to determine Mohave pricing for the Plumbing/HVACR price guide (<i>Trade Service</i>).		X	
1.4.06	Installation/maintenance services using Trade Service Plumbing/HVACR pricing for products shall include all costs for installation on member quotations.		X	
1.4.07	Contract vendor shall provide the member with an itemized project cost prior to starting any job order. At a minimum, the project cost shall include: Date of Quote Number of Units Item Number Item Description Item/Unit Cost Labor Rate Labor Hours Total Line Cost Line Items Subtotal Grand Total		X	
1.4.08	Contract vendor may offer product only services to members. Unit costs shall be based on Trade Service Plumbing/HVACR price guide.		X	
1.5	Specifications for the Work			
1.5.01	Specifications for the work are attached (Attachment 1 titled: <i>JOC RFP 14G-0808 Specifications.docx</i>). All work shall be performed in accordance with the attached specifications, as applicable to the awarded divisions.		X	
1.5.02	Contract vendor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all current applicable federal, state and local laws, and codes.		X	
1.5.03	Contract vendor shall obtain approval from member prior to using any alternate specification for any work to be performed under the contract.		X	
1.5.04	Prior to starting any work, contract vendor shall notify member of any specification that is in conflict with current applicable federal, state and local laws, and codes, and offer an alternate solution that is in compliance.		X	

1.5.05	When any aspect of a project is not covered by a specification or building code, the minimum standard for good and workmanlike construction shall be performed in accordance with established usage, procedures and acceptable industry practices prevailing in the United States of America.	X	
1.5.06	No products that contain asbestos fibers shall be used.	X	
1.5.07	Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contract vendor shall not make adjustments to or alter in any manner member's existing facilities without prior approval from member representative.	X	
1.5.08	Upon completion of the work, worksite must be clean and free from debris.	X	
1.6	Services		
1.6.01	Upon request from member, contract vendor shall obtain the permits required for a job order. Member shall reimburse contract vendor for actual cost of such permits. No amount for overhead and profit shall be allowed.	X	
1.6.02	Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed Job Order Contracting purchase order, for performing construction services.	X	
1.6.03	Design services shall be provided in accordance with current applicable federal, state and local laws, and codes.	X	
1.6.04	Upon request from member, and if included in the awarded contract, contract vendor shall provide engineering services related to the job order.	X	
1.6.05	Engineering services shall be provided in accordance with current applicable federal, state and local laws, and codes.	X	
1.6.06	Upon request from member, and if included in the awarded contract, contract vendor shall provide maintenance services related to the job order.	X	
1.6.07	Maintenance services shall be provided in accordance with current applicable federal, state and local laws, and codes.	X	
1.6.08	There shall be no charge for repair services prior to expiration of the warranty period.	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/Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 57 certifies complete acceptance of the Scope of Work/Services 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/Services and Specifications:

- We take no exceptions/deviations to the Scope of Work/Services 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/Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work/Services 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 demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Bid Bond

Place after Tab 1f

KNOW ALL MEN BY THESE PRESENTS:

THAT, SDB Inc.

(hereinafter called Principal), as Principal, and Liberty Mutual Insurance Company

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

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

WHEREAS, the Principal has submitted a bid for job order contracting for various construction trade services,

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

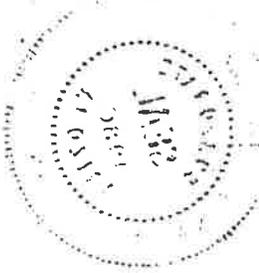
The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 8th day of August, 2014.

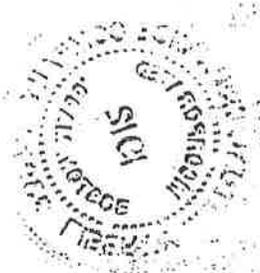
SDB Inc.
PRINCIPAL SEAL
Edward W. Lewis, CFO
BY

LIBERTY MUTUAL INSURANCE COMPANY
SURETY SEAL
Stephanie L. Bucholz
BY Stephanie L. Bucholz, Attorney-in-Fact

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[Handwritten signature]



[Handwritten signature]

Faint, illegible text at the bottom of the page, possibly bleed-through or a footer.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5323314

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **BARRY R. FARR, ANDREW A. FARR, SUSAN A. TOOMEY, STEPHANIE L. BUCHOLZ, GREGORY P. GRIFFITH, DEBRA K. WILLIAMS,**

all of the city of MESA, state of ARIZONA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of April, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 16th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 20 14.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or individual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



535 E. McKellips Rd
Suite 129
Mesa, AZ 85203-2566

May 20, 2014

Phone: 480-968-0100
Fax: 480-968-4043
1-800-641-2663
www.cbondinc.com

Re: SDB, Inc.

To Whom It May Concern:

It is my understanding you are considering using **SDB, Inc.** as a potential contractor for your future projects. Please be advised that we have done business with this fine company for many years, and during that time have found them to be both an excellent contractor as well as a firm exhibiting a high degree of integrity in all of their dealings. **SDB, Inc.** has a single bond line of \$15,000,000 with an aggregate of \$50,000,000. This should not be construed as the maximum their surety would approve, but has satisfied their needs in the past.

Should you require that **SDB, Inc.** furnish performance and payment bonds, please be advised that we know of no reason we would not be in a position to provide bonds when requested to do so by our excellent contractor. This is, of course, subject to a review of the contract terms, acceptable financing, and any underwriting items needed at the time of the request.

SDB, Inc. is a valued client of CBI Bonding, Inc. and Safeco Insurance Company of America, an "A" rated company by *A. M. Best*. Should you have any questions or require further information, please do not hesitate to contact the undersigned.

Regards,

A handwritten signature in cursive script that reads "Barry R. Farr".

Barry R. Farr, President
CBI Bonding, Inc.
BRF/st

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.

SDB is proud to submit this SOQ as a Facilities Contractor to Mohave Educational Services

There are not many General Contractors that can claim to have a 34 year history of performing Facility Contracting Services. SDB was born from the needs of these services and has grown to be a highly respected general contractor throughout the State of Arizona. What we have to offer on this contract is a collection of skill sets, methodologies and construction practices that are fine tuned exactly to Job Order Contracting.



Why Select SDB for Job Order Contracting?

SDB understands that Mohave has more than just educational members. We have the diverse capability to perform Job Order Contracting work over a wide range of sites and facilities that range from healthcare, utility, industrial and high-tech. As an example, we have successfully completed 18 projects totaling over \$1.4 million for Central Arizona Project (CAP) through our current Mohave contract.



For the benefit of your educational members, SDB has the experience of working in schools for over 22 years. We understand what it takes to successfully complete school district projects with challenges such as off-hour time constraints, alternative working conditions, security and safety issues while maintaining a safe work environment at the school facility.



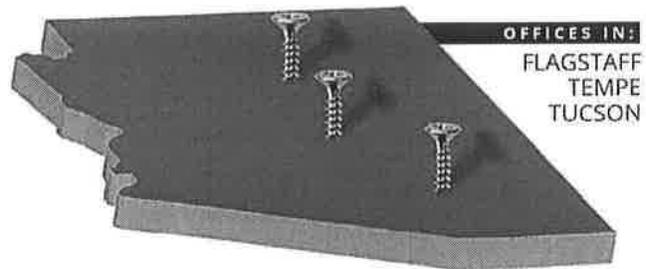
Our experience with Educational Job Order Contracts differentiates us from other contractors. We have a diverse resume that includes City, County, Hospital, and Municipality Job Order Contracts that demonstrate SDB can work efficiently, mobilize quickly and perform quality work on time at a fair price. We background check all of our employees and we require all of our subcontractors to sign a high security contract that ensures that all of their employees are background checked.

Experience Performing Simultaneous, Multi-Site Job Order Contracting

On average SDB performs over 3,500 jobs per year. With 34 years of facilities work, SDB has experience handling multiple construction projects performed at the same time at different locations. Tracking projects and delegating assignments for multiple projects is second nature for us.

Access Across the State of Arizona

SDB has offices in Tempe, Flagstaff and Tucson which gives us a broad geographical range for performing projects. The resources we have in place will be beneficial for faster response times with estimating and construction work.



SDB demonstrated our ability to work throughout the State of Arizona while successfully completing projects for the Central Arizona Project (CAP) at 13 different pump stations along their canal system located across six different counties.

Supplemental Information – Method of Approach

2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members.

- 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;

SDB's goal is to make the construction process as simple as possible for Mohave members. Our JOC Project Manager, Chris Baruso, will be the primary contact for all contract related inquiries including new project requests. Should additional SDB personnel need to be involved, Chris will schedule and facilitate any meetings that may be required. See the organizational chart included within this section for our proposed team structure.

- Delivery time to members; and

- Communication process with Mohave and its members;
The Contract Management Plan flowchart located under Tab 2b(6a) illustrates the steps we use for managing work orders and communications. These processes have been refined over the years and have proven to be successful for our JOC contract partners.

- Training (initial and ongoing);
SDB will accommodate all Mohave members and conduct training sessions as needed at either their office or SDB's. We make ourselves available for reviews, consultations or training sessions whenever our customers request it. We also use live web meetings to facilitate training when travel time is too great and schedules conflict.

	DURATION:	TASK:	NOTE:
STEP 1*		Customer to notify SDB of project	SDB project manager will visit customer office frequently or via phone, email or fax
STEP 2*	within 24 hrs	SDB contacts customer and schedules a project walk thru	
STEP 3*		Customer and SDB walk thru	Option A: Customer gives SDB approved and biddable written scope (proceed to Step 7) Option B: SDB to develop scope and/or sketches (proceed to Step 4)
STEP 4	2 to 10 days	SDB develops scope/drawings**	
STEP 5*		SDB presents scope to Customer	
STEP 6*	2 days	Customer approves SDB scope	
STEP 7	2 to 10 days	SDB estimates project	
STEP 8*		SDB presents estimate	
STEP 9*	2 days	Customer approves estimate	
STEP 10*	2 days	Customer issues funding document	
STEP 11	2 to 5 days	SDB develops project schedule	Permits, submittals, long lead items
STEP 12*		SDB presents schedule	
STEP 13*	2 days	Customer approves schedule	
STEP 14		SDB notifies subcontractors	
STEP 15*		Customer and SDB kickoff meeting	
STEP 16		SDB proceeds with project	
* = items to be tracked		** = Duration will increase for design-build projects	

• Any other value-added services that may benefit members.

THE TOP REASONS TO SELECT SDB AS YOUR JOC CONTRACTOR ...



AN IMPRESSIVE .47 EMR SAFETY RATING

SDB has an in-house Safety Division that is responsible for safety compliance and training. Every job site has as Superintendent that proactively monitors site safety and prevents incidents from happening.



OVER 2,000+ JOC PROJECTS COMPLETED

SDB has the experience and understands the complexity of working at active facilities where safety and security are priority. Our workforce is already fingerprinted and approved for work in schools.



WE ARE LEADERS IN THE JOC DELIVERY METHOD

SDB has completed over \$85,000,000 of Job Order Contract projects.



WE ARE FOCUSED ON MOHAVE MEMBER'S OBJECTIVES

The SDB team is made up of experienced construction professionals who never lose sight of your project objectives. We have done our homework and are confident we can address all of your project needs without exception.



SCOPE OF WORK... WE'VE DONE IT AND WE DO IT SAFELY!

SDB has completed over 2,000 JOC projects ranging from ground up construction to remodel work, HVAC, electrical upgrades and site improvements. Safety is our #1 priority and we have a great track record to prove it!



SELF PERFORMANCE CAPABILITIES:

SDB self performs carpentry, civil and structural services that include:

- Concrete
- Framing
- Drywall
- Acoustic ceiling systems
- Hollow metal doors
- Scaffolding
- Partitions & accessories
- Modular furniture
- Custom steel fabrication
- Excavation
- Millwork
- Rigging

3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract or will not meet the public need.

SDB will only perform General Contracting services. We do not sell any products. We hire subcontractors and buy products from vendors as needed for approved bids. Turn-key Construction and Project Management within a Job Order Contract is our specialty.

4. In previous JOC contracts, Mohave has had isolated issues with members using design work (estimates, drawings, etc.) to shop our contracts against each other, or against other non-Mohave contracts. How would you prevent such issues from occurring under an awarded contract?

If SDB is aware that a member has previously received a price from another Mohave vendor we will let the member know that we are unable to provide another price due to our contract. Additionally, SDB will notify our Mohave contact of the incident. If we're asked to price against a non-Mohave vendor, SDB will also notify our Mohave contact of the incident and proceed accordingly.

5. If a Mohave member in a geographic area of Arizona remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

SDB maintains a prequalified subcontractor list that is statewide. If we require the additional resources of a local subcontractor in a remote area, SDB will advertise in the local newspaper and host a local job fair in the region. With the exception of project management, supervision and safety, we can subcontract up to 100% of the job.

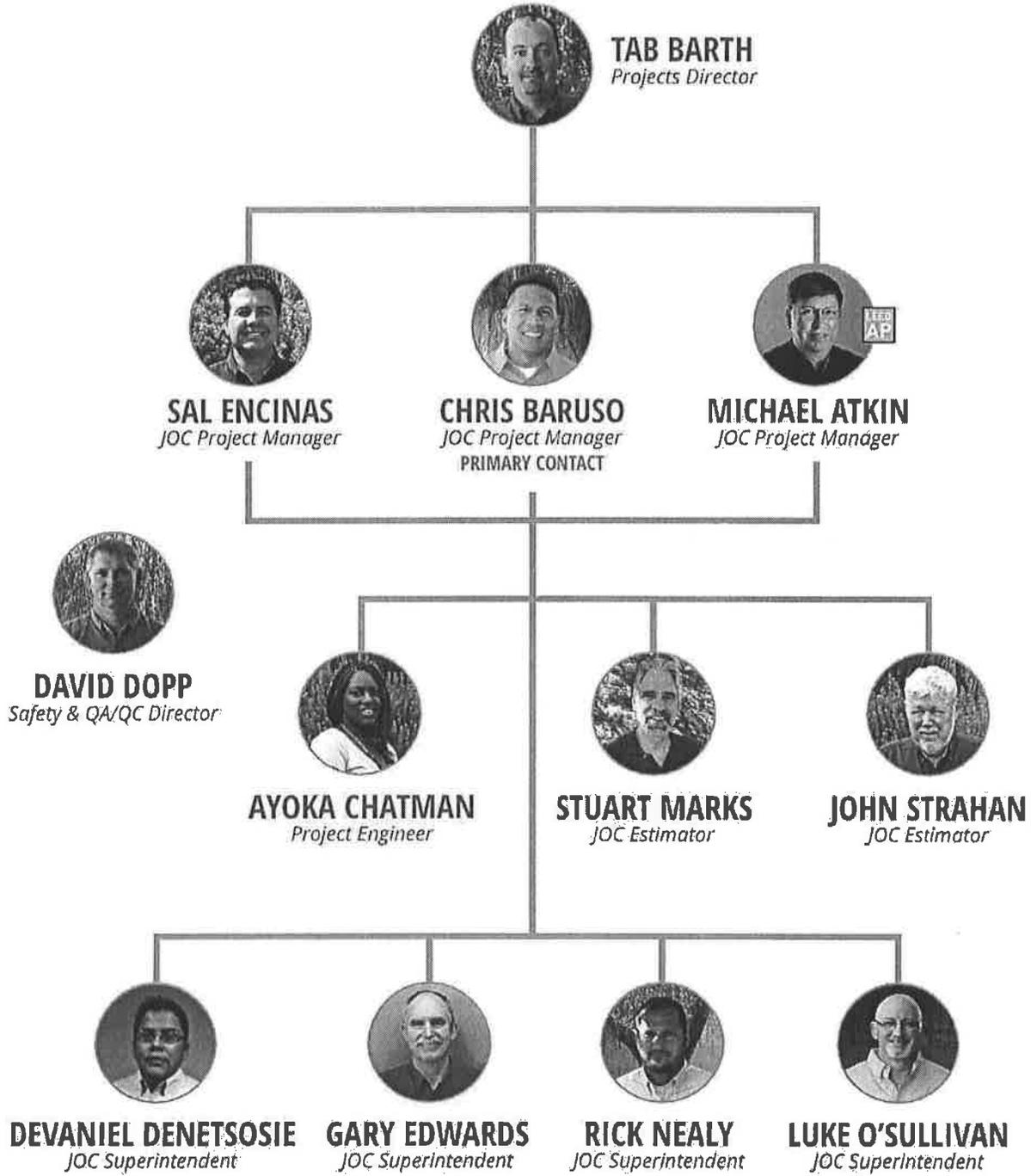
6. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

SDB has no limitations.

SDB

CONTRACTING SERVICES

Organizational Chart of Proposed Team



Indicate if your proposal is regional or statewide: Regional _____ Statewide X

Using the chart below, please indicate 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. Based upon the regional map on Page 16, indicate which regions, or specific cities/counties within a region, 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?

Region	Counties	a: % of Business	b: Regions You Will Provide Services In	c: Regions Sales Force Will Target
1	Mohave	1%	Yes	Yes
2	Coconino	6%	Yes	Yes
3	Yavapai	1%	Yes	Yes
4	Navajo and Apache	1%	Yes	Yes
5	Maricopa, Pinal and Gila	85%	Yes	Yes
6	La Paz, Yuma	1%	Yes	Yes
7	Pima, Santa Cruz, Cochise, Graham and Greenlee	5%	Yes	Yes

Supplemental Information – Qualifications and Experience

1. Write a brief history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

Since 1980 SDB has been performing General Contracting services throughout the State of Arizona. With the dedication of more than 250 employees, SDB has been recognized with numerous awards over the years. We believe the best results are achieved when people work together as a team. Our goal is to simplify the complexities of construction for our clients so that the process is efficient and rewarding.

2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing.

Tempe Office
810 West 1st Street
Tempe, Arizona 85281

Flagstaff Office
2355 North Steves Boulevard
Suite A
Flagstaff, Arizona 86004

Tucson Office
333 North Wilmot Road
Suite 340
Tucson, Arizona 85711

SDB has been providing Job Order Contracting services since 2001.

Provide names, titles, qualifications and experience of the key people who will support this contract.

Key People



TAB BARTH
Projects Director

- 24 Years Experience
- 10 Years JOC Experience
- B.S., Construction Engineering and Management, Purdue University
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Project Management Institute (PMI) Member
- Certified PMI Project Management Professional
- Southwest Safety Training Alliance
- Maricopa County Air Quality Department - 310 Dust Control Certification



JOHN STRAHAN
JOC Estimator

- 47 Years Experience
- 10 Years JOC Experience
- B.S., Business Administration, Central Michigan University
- Construction/Civil Engineering Technology, Ferris State College
- Construction Management Systems, CPM/Job Cost Management



STUART MARKS
JOC Estimator

- 37 Years Experience
- 4 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified



CHRIS BARUSO
JOC Project Manager
PRIMARY CONTACT

- 26 Years Experience
- 10 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- U.S. Corps of Engineers, Certified Quality Control
- Planning and Scheduling Supervisory Training Program
- Project Management Construction Technical Skills Courses
- Maricopa County Air Quality Department - 310 Dust Control Certification



SAL ENCINAS
JOC Project Manager

- 30 Years Experience
- 8 Years JOC Experience
- B.S., Architecture, University of Baja California
- Project Management Certificate, ASU/Del E. Webb School of Construction
- Project Management & Administration Master Course, University of Baja California
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Maricopa County Air Quality Department - 310 Dust Control Certification



MICHAEL ATKIN
JOC Project Manager

- 36 Years Experience
- 5 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Certified Professional Constructor, American Institute of Constructors

Supplemental Information – Qualifications and Experience

Key People (cont.)



DEVANIEL DENETSOSIE
JOC Superintendent

- 17 Years Experience
- 5 Years JOC Experience
- Journeyman Carpenter
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- OSHA training:
Forklift
Scissor Lift
Boom Lift



GARY EDWARDS
JOC Superintendent

- 30 Years Experience
- 12 Years JOC Experience
- OSHA 30 Hour Certified
- Southwest Safety Training Alliance (SSTA)
- First Aid and CPR Certified
- Fire Caulk Certified
- Rigging Certified
- Maricopa County Air Quality Department - 310 Dust Control Certification



RICK NEALEY
JOC Superintendent

- 25 Years Experience
- 6 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Southwest Safety Training Alliance (SSTA)
- Maricopa County Air Quality Department - 310 Dust Control Certification



LUKE O'SULLIVAN
JOC Superintendent

- 32 Years Experience
- 7 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Southwest Safety Training Alliance (SSTA)
- Scaffold Certification
- Rigging Certification
- Carpenter's Apprenticeship
- Superintendent Certification, The Associated General Contractors of America
- Class 1 Cleanroom Training
- Construction Management
- Maricopa County Air Quality Department - 310 Dust Control Certification



AYOKA CHATMAN
Project Engineer

- 14 Years Experience
- 6 Years JOC Experience
- American Institute, Legal Secretary Studies



DAVID DOPP
Safety & QA/QC Director

- 17 Years Experience
- 9 Years JOC Experience
- ComTrain Trainer for Tower Safety and Rescue
- Fall Protection / Fall Arrest Training
- Hazardous Communications
- Excavation Competent Person Trainer
- OSHA Confined Space Entry Trainer
- OSHA Forklift Train the Trainer
- OSHA Safety Management
- OSHA 500 Construction Industry
- OSHA 501 General Industry
- Infection Control Risk Assessment (ICRA) Certification
- U.S. Army Corps of Engineers Construction Quality Management (CQM) Certification
- Maricopa County Air Quality Department - 310 Dust Control Certification

3. 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 proposals and will not be made available to the public.

Bank letter is included under Tab 2d.



4. Indicate if your firm would qualify as a minority owned business.

SDB does not qualify as a minority owned business, however, we are a Mentor for a SBA Certified 8(a) contractor.

5. Include information regarding your authorization to submit a proposal for the specified equipment/services and that you can provide the equipment/services if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the proposal or if you are a manufacturer of the equipment/services in the proposal.

SDB's state ROC licenses provide the authorization to perform general contracting throughout Arizona. SDB is also an Authorized Builder for Nucor Building Systems (pre-engineered metal buildings).

6. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished in the past five (5) years, for specific job order contracting services related to this solicitation.

Letters are attached at the end of this section.





July 24, 2014

To Whom It May Concern:

Subject: Reference Letter for SDB Contracting Services

SDB Contracting Services has worked as a Prime Contractor with Central Arizona Project (CAP) for several years. Below are several projects that SDB has completed for CAP:

Building 6 Stairway Installation Project C1070 – term 8/17/2010 to 12/4/2010
Glendale Turnout Electrical Project C1133 – term 8/15/2011 to 10/25/2011
Transformation Protection Project C1226 – term 8/27/2012 to 11/21/2013
Condition Based Monitoring Project C1336 – term 8/5/2013 to 10/9/2013

The projects were issued as Job Order Contracts under the Mohave Cooperative Contract. All projects were completed on schedule and within budget. SDB Contracting Services' performance and quality of work is great. Their safety program is great. Their team has worked very well with CAP.

If you have any questions on this matter, please contact me at (623) 869-2435.

Sincerely,

Telma C. Reyes

Digitally signed by Telma C. Reyes, CPPB
DN: cn=Telma C. Reyes, CPPB, o=Central
Arizona Project, ou, email=treyes@cap-
az.com, c=US
Date: 2014.07.24 15:04:50 -07'00'

Telma C. Reyes
Sr. Contracting Officer

cc: Ryan Johnson, CAP Project Management Supervisor
Chris Baruso, SDB Project Manager

Yuma Union High School District
3150 South Avenue A
Yuma, Arizona 85364



Governing Board:
Teri Brooks
Linda Hunt
Charlene Fernandez
Bruce Gwynn
Phillip Townsend

Charlene Story
Director

October 22, 2012

To Whom it may concern.

The Yuma Union High School District has recently purchased a 600 square foot freezer that was installed by SDB, INC.

I am extremely pleased with their work. Their customer service is excellent, I was informed every step of the way. They kept everything on schedule and if there was a change I was consulted as to the reason, the timing, and when the project would be finished.

Everyone associated with SDB was highly professional and friendly. Their work is above reproach and that can be seen in the finished project. I enjoyed working with them all.

Our Project Manager was Salvador Encinas. Without hesitation, I would hire Sal and his crew again. They have the highest recommendation from me.

Please call if you have questions.

Charlene Story
Director, Student Nutrition Services
cstory@yumaed.org
928-502-4771

Student Nutrition Services

1250 West 11th Street • Yuma, Arizona 85364 • Phone: 928-502-4600 • Fax: 928-502-4799



7/31/2014

SDB, Inc.
Attn: Donald B. Walters Jr.
Director of Construction – Northern AZ Division
2355 N. Steves Blvd., Suite A
Flagstaff, AZ 86004

RE: Letter of Reference

The 2010 Shultz Fire prompted flood events that severely affected the drainage characteristics within the area west of Cinder Lake Landfill (CLL). The site is surrounded by National Forest. Therefore the CLL is limited on the types of flood control structures that could be placed upstream of the site. In May, 2011 the Forest Service granted approval for CLL to make preparations for providing a long-term defense against future flood events. Any flood control structures would have to work in accordance with Burn Area Emergency Response (BAER) specifications. CLL had approximately 60 days to submit plans, prepare contracts, and construct the necessary flood control structures.

Flood Control Berms

CLL worked with SDB and its subcontractor, Haydon Building Corporation, to develop the scope of work under the Forest Service BAER guidelines, which provide very strict limitations with regard to site disturbance. SDB and Haydon Staff worked diligently around the clock to help deliver estimates on many occasions in a timely manner. Their initial estimate arrived approximately four hours after the City's request at \$874,000.

The total budgeted amount of the project \$1,052,000. However, SDB was able to value engineer the project during construction and come in at \$750,547.



Figure 1-Upstream of CLL before construction



Figure 2-Subgrade preparation

SDB and Haydon Building Corporation ended up constructing over 5,300 feet of berm using soil from areas within Cinder Lake Landfill. Over 64,000 cubic yards of soil were moved in 26 days. CLL has not been affected by any flood waters due to the success of the flood control structures constructed upstream.



Figure 3-Aerial photo of the site west of the landfill

Sincerely,

A handwritten signature in cursive script, appearing to read 'Matt Morales'.

Matt Morales, P.E.
Cinder Lake Landfill Project Manager

Past Performance and Management Plans

- 1) Provide a list of your firm's job order contracts for the last three years.
 a. Include date, contracting agency, contract amount, and contact information for each.

AGENCY / CONTACT INFO	DATE OF CONTRACT	TOTAL VALUE
Arizona Game and Fish Department Fred Bloom (623) 236-7476	2014-2015	No Limit
Cartwright Elementary School District Larry Maloney (623) 691-3991	2008-2016	\$550K
City of Chandler Bob Fortier (480) 782-3591	2002-2017	\$5M/yr
City of Phoenix Kim Keller (602) 534-4985	2009-2019	\$10M
Coconino County Mike Savoy (928) 679-8309	2013-2014	\$5M/yr
eziQC Jo Medelman (602) 317-1433	2011-2016	No Limit
Maricopa County Parks and Recreation Roxana Rojo (602) 506-8675	2010-2015	\$3M/yr
Maricopa Integrated Health System (MIHS) Dale Owens (602) 344-5254	2007-2016	\$3M/yr
Mohave Educational Services Cooperative Julla Tribbett (928) 753-6945	2009-2014	No Limit
San Carlos Unified School District Bill Pittenger (480) 991-0800	2009-2014	No Limit
Tempe Union High School District Mike Hilgers (480) 345-3794	2013-2014	\$1M/yr
Town of Gilbert David Munoz (480) 503-6845	2012-2017	\$500K/yr

- 2) If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers, and the contractor.

N/A - See JOC contract list above.

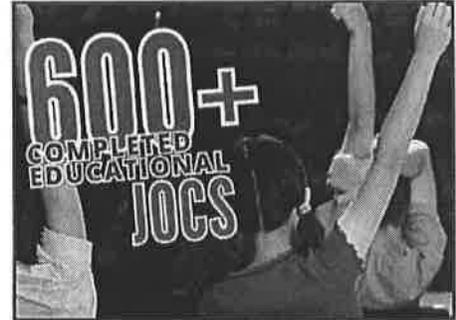
Past Performance and Management Plans

3) Provide a description of your experience working on school district or other governmental projects, working on multiple projects simultaneously, and working throughout the state. Include any specialized projects, such as airports, that require proven experience, training, knowledge, and/or certifications.

SDB has been performing work in active educational facilities since 1992.

Our portfolio of work in educational facilities spans across all types including: Elementary, Middle and High Schools, as well as Higher Education campuses.

Performing construction work at school sites requires a high level of sensitivity to the active facility and the utmost consideration towards safety and minimizing interruption to the school environment including students, teachers and facility operations. SDB enforces a strict company policy of safety and security, performing background checks and fingerprinting as per ARS Section 15-512H.



Additionally, SDB has extensive municipal and county JOC project experience as well. We can easily work in any governmental facility or building to support a wide variety of projects.

SDB has a diverse resume of airport contract work having performed over 180 projects at airport facilities. To-date SDB has contracted over \$16.5 million dollars worth of aviation construction and renovation projects that include the following scopes of work:

- Baggage Scanner Installations
- Explosive Detection Systems
- Check-in Counter Installations
- Retail Improvements
- Break Room Remodels
- Rest Room Remodels
- Scaffold System Construction
- Baggage Conveyor Systems
- Passenger Screening Cubicles
- Equipment Relocation
- Board Room Millwork
- Decorative Metal Finishes

4) Provide a statement of your history for submitting claims and change orders.

SDB makes every effort to do the work correctly the first time. We are a service oriented general contractor and our aim is to perform to our client's satisfaction. If any claims or disputes arise, our approach is to resolve them through internal arbitration. We will qualify the disputes by backtracking and reviewing the processes that were followed leading up to the dispute. Remedies to resolve the disputes will be addressed and be held accountable by the parties involved.

Not all change orders equate to additional cost. There are times that the change in scope reduces the contract value and money is given back to the customer. If change orders do occur they usually fall into one of two categories:

1. The customer requests a change in scope
2. Identification of unknown conditions discovered during the construction process

SDB will provide a detailed unit price proposal per an agreed upon revised scope. The work will be performed only when approved by both Mohave and the Mohave Member.

a. Provide specific information, i.e., type of claim, date, reason, amount, and outcome.

SDB has not submitted any claims with our clients.

5) Indicate if you are offering design, engineering, maintenance, and/or operations services.

a. Describe the services you are offering.

SDB is offering job order contracting construction services.

b. Indicate if in-house staff will provide the services.

Yes, SDB's in-house staff will provide all construction management services.

c. Indicate the portions of a project that may be subcontracted to other firms

- Architectural and Engineering Services
- Mechanical, Plumbing and Electrical Services

d. Provide a statement of your experience or the subcontractor's experience providing the services, particularly in a job order contract setting.

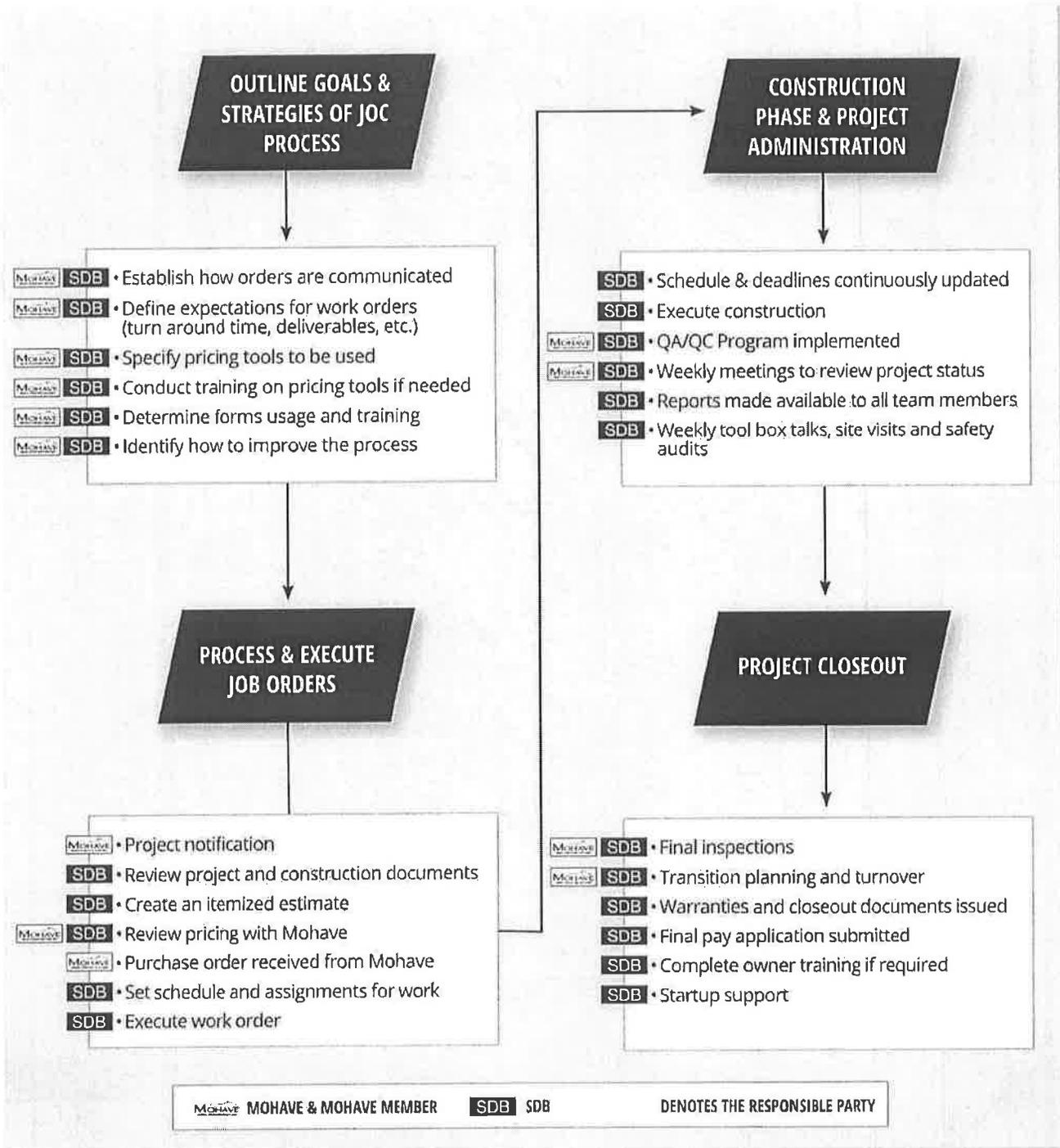
SDB has been providing job order contracting services for over 13 years and has a large database of prequalified subcontractors which have also worked within a job order contracting setting.

6) Provide a Contract Management Plan.

a. Provide a statement of your plan for performing and managing the work.

Our JOC experience has afforded us the knowledge to assemble a streamlined system for executing JOC projects. The flowchart below illustrates the processes we use for managing job orders and the steps taken to implement and execute construction. These processes have been refined over the years and have proven to be successful for our contract partners.

Contract Management Plan



Past Performance and Management Plans

b. What personnel will be used?

The personnel assigned for this JOC have extensive experience performing JOC projects including projects that were performed for school districts, municipalities and counties throughout the State of Arizona. SDB has worked with school districts for over 22 years and is highly experienced and knowledgeable in this area. We have allocated our best JOC Project Managers and JOC Superintendents (resumes attached in this section) and under the guidance of our Projects Director, Tab Barth, our personnel will perform your JOC projects with proficiency, professionalism and the utmost concern for safety in school environments.

c. How do you plan to ensure prompt responses to job order requests?

The process flow used on our JOC programs is to meet either in person or by telephone on an "on call" basis when we receive the new job order requests. Most job orders can be priced within a couple of days, provided there is enough detail from the documents. If there is not sufficient detail from the documents a jobsite visit is conducted. If we find that we are not able to process the orders within a week due to a high volume of orders, we simply add another individual to the team. We are highly experienced in JOC processing and we are confident and flexible to work in whichever protocol Mohave Members prefer. SDB feels that one of the many benefits to the owner for a JOC program is our ability to get quick responses on pricing. We are committed to that and will do what it takes to adhere to the quick turnarounds.



d. How do you plan to ensure an adequate workforce is maintained?

SDB has the ability to pull from a resource of over 2,000 workers from the local carpenter's hall which allows us to ramp up and scale for any project size. Additionally, SDB provides clear scopes of work, realistic schedules and prompt payment to subcontractors which maintains and builds lasting partnerships. SDB maintains a list of

300+ prequalified subcontractors that it can pull from or supplement any project.

SDB values its employees and works hard to promote a positive work environment. This company value has provided SDB over 60 skilled employees that have been with the firm for 10 years or longer.

e. What is your plan for responding to and performing multiple job orders at the same time?

With over 34 years of facilities work, and having performed over 3,500 job orders per year for the past five years, SDB has the experience handling multiple construction projects performed at the same time at different locations. Our Project Managers use Microsoft Project to schedule projects and coordinate the available work force. When new work orders are received a Project Manager is assigned and responds to the job order by referencing his master schedule and aligning a project superintendent with the proper workforce of subcontractors to perform the job. SDB has vast resources that include project management, scheduling systems and a resource of subcontractors that are able to respond to multiple job orders at the same time across the State of Arizona.

f. What limitations will you have geographically or in the number of simultaneous job orders?

SDB has three office locations in the State of Arizona that will service the Mohave JOC members. We have been performing JOC projects from these offices under our existing Mohave contract for the past five years without any geographic limitations.

We do not foresee any limitations on geography or number of simultaneous job orders. SDB has been performing over 3,500 job orders per year for the past five years. In our busiest year we performed over 8,000 job orders across the State of Arizona with limited challenges.



g. Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

The most important statement that we can make to help Mohave evaluate SDB's capabilities for this JOC contract is that we have been previously qualified and selected by Mohave and continue to work as one of your preferred JOC General Contractors. This is an honor that we take pride in noting.

To back up our credentials, SDB has a large portfolio of JOC projects with a variety of customers that make us unique. Our firm started out as a facility contractor in 1980 and continues to do what we do best. Traditionally most general contractors have focused on big projects and never showed much interest in smaller facility projects. SDB has embraced this niche in the construction industry since the company's inception and is now known as a leader in facility and Job Order Contracting.

Listed below is other pertinent information to help Mohave evaluate our capability:

SDB'S JOC CAPABILITIES:

- An exceptional .47 EMR Safety rating
- 2,000+ JOC projects completed including 600+ Educational projects
- A dedicated staff with JOC experience
- A proven system for managing job order tasks
- The ability to work multiple projects at multiple locations at the same time
- Awarded 40+ JOC contracts since 2001
- Optional self performance capabilities which can help save time and money
- Multiple offices throughout Arizona
- Reduced learning curve with our current Mohave contract (09D-SDB-0902)

h. Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and/or TRA-SER.

Under our current Mohave contract, SDB has priced over 115+ projects using a combination of these pricing methods. Below are some specific project examples:

Mohave Projects proposed using the Unit Price Book Method and Coefficient:

- Maricopa Association of Governments - Catering Services Room
- Maricopa Association of Governments - 3rd Floor Tenant Improvement
- Central Arizona Project - Building 2 and Hangar Glazing
- Maricopa Elementary School - Special Education Classroom TI
- Queen Creek Unified School District - Courtyard Lighting

Mohave Projects proposed using the Open Book Method:

- Central Arizona Project - Transformer Protection Project
- Valley Metro - Rail Fencing
- Northern Arizona University - Challenge Course
- Pinal County Public Works - San Manuel Airport
- Maricopa Unified School District - Miscellaneous Tenant Improvements

i. Does your firm currently use CostWorks, TRA-SER, or any other estimating software based on RSMean's UPBs. If not, how will you prepare JOC cost quotations and invoices?

SDB currently uses RSMean's Costworks to prepare JOC cost estimates or budgets.

7) Describe your quality management plan.

a. How do you set goals and monitor the performance of your company?

SDB wants to be the best JOC contractor and we strive to go that extra step. We continually track performance in a number of ways. We send out surveys to our customers who choose to participate on an annual basis to evaluate performance. This feedback is used as a tool to improve our contracting performance. Also, every SDB employee sets yearly goals with their supervisor and the SDB management gives annual reviews and feedback to monitor their progress.

b. How do you inspect the work to ensure quality?

We make every effort to do the work right the first time. As projects are proceeding, SDB Superintendents check all work being performed and make sure everything is being done right from the start. If they find something is not right or up to our standards they will correct it on the spot or make the subcontractor correct it noting the correction or deficiency in the weekly logs. The SDB Project Manager also performs inspections, and when the job is near or at completion both the Superintendent and Project Manager review the project. Then we have the customer and/or the design professional review the project to make sure it meets with their approval. If necessary, a punchlist of items that need repair or improvement is created and ultimately a final-walk through is scheduled with the owner or inspectors to verify the project remedies. All of these "check point" procedures are entered and reported into the Construction Management System.

c. How do you stay on schedule?

Our scheduling systems are designed to keep everyone up-to-date on the project schedule and to provide accountability for tasks and materials that are being tracked. At the beginning of each project, SDB conducts a planning session where we define specific project goals with consideration to scheduling, budgets, quality control and safety. A Master Project Schedule is created outlining all phases of construction and project delivery dates. Once the project moves forward and into the field, SDB's Superintendents create a "rolling three-week schedule" which identifies in detail the project activities for the past week and the following two weeks. This schedule is created based on input from the subcontractor workforce on-site. Any factors that affect construction are identified. The rolling three-week schedules are discussed at the weekly subcontractors and owners meetings on-site and incorporated into the Master Project Schedule at the end of every month.

SDB also utilizes procurement, submittal and RFI logs to track job activities. By identifying, and tracking critical components of the project, delays can be greatly reduced, or at least identified and solutions can be discussed and implemented. The procurement and submittal logs indicate each component of construction and provide the means to track construction materials and equipment from submittal approval to the materials or equipment arriving on-site.

d. What is your complaint and dispute resolution procedure?

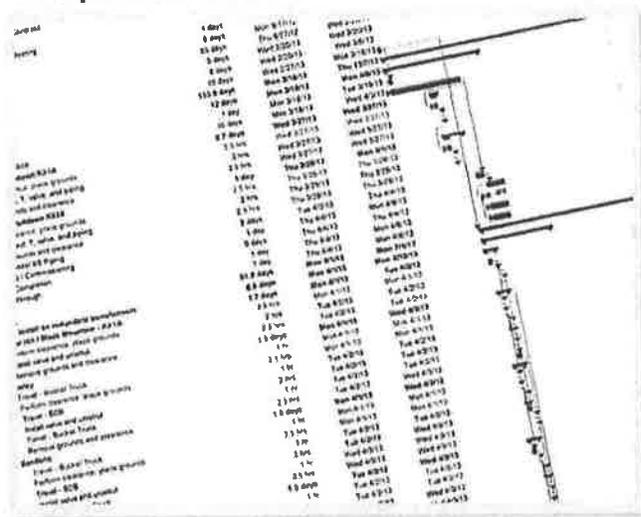
We are a service oriented general contractor and our aim is to perform to our client's satisfaction. If any disputes arise our approach is to resolve them through internal arbitration. We will qualify the disputes by backtracking and reviewing the processes that were followed leading up to the dispute. Remedies to resolve the disputes will be addressed and be held accountable by the parties involved.

When issues arise that cause a project to incur unanticipated costs or schedule overruns and the Contractor is in control of those factors it is incumbent on the Contractor to establish who, what, when, and why. All that can be asked of a true partnership is that the partners look at the data, assess all of the information and fairly and without prejudice remedy the situation.

e. Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

SDB's Construction Management System ensures a concise, coordinated, easily managed process for performing construction services and status reporting. The Construction Management System identifies all necessary activities throughout all phases of construction, along with how those activities will be carried out and how they will be coordinated among the team members. The Project Manager keeps a master schedule of all tasks and phases to monitor progress. We also have weekly project meetings with all parties (Members, Staff, Subcontractors, etc.) to discuss any issues that may arise and adjust the schedule accordingly.

Example Schedule from Previous Mohave Project



8) Describe your subcontractor management plan.

a. Provide a statement of your plan for managing subcontractors.

SDB's approach to subcontractor management may best be described as providing the appropriate dynamics through teamwork, communication, direction and control, and to deliver each project within the time and framework of cost desired by the customer. We utilize a firm but fair policy toward subcontractors and vendors to ensure proper workmanship as well as compliance with drawings, specifications, project schedule, and other contract documents. SDB's approach towards managing subcontractors involves establishing the necessary systems for reporting and communicating, then setting project objectives and deliverables that are essential. Our site superintendents monitor all subcontractor work making sure that work is being performed accurately and that the project stays on schedule.

b. Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract.

When SDB needs to select a subcontractor, we prequalify candidates outlining requirements and questions pertaining to construction volume, number of employees, safety rating, employee verification, background checks and other industry-related questions. We do not select subcontractors based on pricing only per ARS Title 34 requirements.

c. How will you recruit subcontractors, particularly in the local communities where work will be performed?

When it comes to recruiting subcontractors in local areas where the work is performed we will first look internally at our database of contacts. If the location is more remote than our resources provide, we will recruit locally through a Job Fair hosted by SDB. The Job Fairs are held in a central location to the project proximity. Local advertising media is used to promote the Job Fair. The same prequalification process is applied to all new applicant subcontractors. The final selection process involves meeting with the subcontractor candidates to interview, define expectations and review commitments. We will grade and select a subcontractor using the following point system:

- Past Performance (1-5 Points)
- Ability To Meet Schedule (1-5 Points)
- Safety/EMR (1-5 Points)
- Pricing (1-5 Points)

d. How will you ensure acceptable quality for work performed by subcontractors?

To make sure that a subcontractor continues to perform, SDB evaluates subcontractors with a report card. We will do this on all projects or on a quarterly basis as necessary. If the report card is purely subjective and does not target specific issues, then grasping for improvement becomes subjective as well. SDB has been a supporter of report cards with our clients. If the client does not have a system we have found that they are always supportive of sitting down with us to fill out a report card. Just as our clients like to know that we will always strive for continuous improvement, SDB requests that subcontractors get involved with this process. Those contractors who buy-in are generally the ones who have developed long term relationships with SDB.

"Our approach to managing subcontractor quality has always been to include subcontractors in all project phases."

Subcontractors are included in the following phases and meetings throughout the project:

- SCOPE DEVELOPMENT
- BUDGETING
- SCHEDULING
- PROJECT PLANNING
- SAFETY
- WEEKLY MEETINGS
- CLOSE OUT
- TRAINING
- WARRANTY



e. How will you address controversies and claims related to work performed by subcontractors?

SDB makes every effort to have our subcontractors perform the work correctly the first time. We are a service oriented general contractor and our aim is to perform to our client's satisfaction. SDB has full-time supervision on-site to help maintain this high standard. If any issues arise, our approach is to resolve them through internal arbitration at the lowest possible level. We qualify the issues by backtracking and reviewing the work performed leading up to the issue. Remedies to resolve the issues will be addressed and the parties responsible will be held accountable if any deficiencies occur.

f. Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.

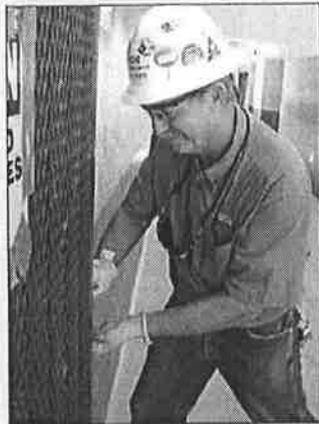
All of our subcontractors are selected based on a point system that factors their safety record (Experience Modification Rate). SDB's Safety Department is responsible for safety compliance and training. At each jobsite, a Project Supervisor trained in OSHA 30 monitors for job safety. It is their role to oversee daily on-site working practices of employees and subcontractors to avoid accidents or hazards.

SDB background checks all of our employees and we require all of our subcontractors to sign a high security contract that ensures that all of their employees are background checked. What this means for the Mohave Member is that all employees entering the work site will have been background checked for security clearance. We will provide any documentation required by the Mohave Member to verify that the workers on-site are cleared and approved. This includes fingerprints and E-verification compliance.



SDB SELF PERFORMS CARPENTRY, CIVIL AND STRUCTURAL SERVICES THAT INCLUDE:

- Concrete
- Framing
- Drywall
- Acoustic ceiling systems
- Hollow metal doors
- Scaffolding
- Partitions & accessories
- Millwork
- Custom steel fabrication
- Excavation
- Civil piping
- Rigging



HOW SELF PERFORMANCE HELPS OUR CLIENTS:

- Helps expedite project schedules
- Reduces labor costs by keeping the work "in-house"
- Means quality work is performed by experienced personnel
- Workforce available for warranty work
- Supplements subcontractor workforce if necessary

g. Provide a list, including firm name, location, and license number, for subcontractors your firm currently uses.

**SUBCONTRACTOR LIST IS PROVIDED
FOLLOWING THIS PAGE.**



**DOCUMENT
ATTACHED**

h. For firms who self perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements for the subcontractor management plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.

Any future work shall follow the requirements for the subcontractor management plan noted above.

Past Performance and Management Plans

Phoenix/Tucson Subcontractors

FIRM NAME	LOCATION	LICENSE NUMBER
SPS+ Architects	Scottsdale	33827
Archicon	Phoenix	23519
Complete Decon	Phoenix	B1-115113
Dickens Quality Demolition	Phoenix	L57-123623
Floor Demo	Tempe	KB2-251703
Markham Contracting	Phoenix	B1-144801
Ricor Earthwork and Asphalt Paving	Phoenix	A-070794
C 70 Builders	Hugo, MN	B1-276297
Adams Fence	Phoenix	K14-224210
American Fence	Phoenix	L14-069569
Associated Fence of Glendale	Glendale	L14-094682
AAA Landscape & Lawn Service	Phoenix	A-081595
Valley Crest	Calabasas, CA	A-069792
ISS Grounds Control	Phoenix	A-176162
Camelback Concrete	Phoenix	L09-078270
Concrete Masters, Inc.	Phoenix	K09-216086
Rouser Concrete	Glendale	KB1-205862
Evans Custom Concrete	Page	B2-216731
Sunset Fence	Tempe	K31-155711
Sun Valley Masonry	Phoenix	KB1-185989
Allen & Pinckard	Apache Junction	A11-103069
Allred Metal Products	Phoenix	A11-085495
Western Millwork, Inc.	Phoenix	CR60-068054
Stradlings, Inc.	Gilbert	B2-209096
Architectural Millwork Design, Inc.	Phoenix	L60-107540
Design Drywall	Tempe	L10-220105
NKW, Inc.	Mesa	CR1-277574
Perez Construction (SBE - MBE)	Mesa	KB1-205164
Simplex/Grinnell	Phoenix	K16-178736
Sun Devil Fire	Phoenix	L16-091362
American Fire Equipment Sales	Phoenix	C16-092461
Arizona Verde Fire Protection	Phoenix	L16-177239
Kazal Fire Protection	Tucson	C16-076006
Western States Fire Protection	Phoenix	L16-079242
Re:Source Floors	Phoenix	CR8-273177
State Tile Flooring	Phoenix	K8-205525
Image Flooring	Tucson	CR8-262343
ABC Glass Company, Inc.	Chino Valley	KB2-287187

Phoenix/Tucson Subcontractors (cont.)

FIRM NAME	LOCATION	LICENSE NUMBER
Carlson Glass	Phoenix	CR65-152332
Sierra Glass	Phoenix	L65-068877
T-P Acoustics	Phoenix	L1-074120
Skinner Interior Systems,inc.	Phoenix	L01-097135
Ace Acoustics (MBE)	Phoenix	L01-135006
Banker Insulation Company	Chandler	CR40-046110
Gale Insulation	Tempe	K40-189642
King Insulation	Phoenix	K40-234613
Arizona Professional Painting (WBE)	Phoenix	L34-100810
Davidson-Bohannon Painting	Phoenix	CR34-031246
Danny White Painting	Phoenix	CR34-143274
Canyon Plastering	Phoenix	B1-085951
Mirage Plastering	Tucson	CR36-104376
Vintage Plastering	Phoenix	L36-115876
Progressive Roofing	Phoenix	L42-073961
Southwest Roofing	Mesa	CR42-083183
Starkweather Roofing	Cave Creek	L42-120218
Arizona Restaurant Supply	Marana	L63-156700
National Restaurant Supply	Phoenix	CR63-202956
Coppertree Mechanical	Chandler	K39-290421
Ducts, Inc.	Phoenix	L39-069395
Harder Mechanical	Tempe	B1-105309
Tri-City Mechancial	Chandler	L39-072973
Irontree Construction	Mesa	L37-074386
WJ Maloney Plumbing Co.	Phoenix	L37-071324
Sturgeon Electrical	Tempe	L11-74973
CEI Electrical Services	Phoenix	B1-073119
Corbins Electric	Phoenix	A17-158422
Delta Diversified	Tempe	L11-070436
Rosendin Electric	Tempe	L11-105241

Past Performance and Management Plans

Northern Arizona Subcontractors

FIRM NAME	LOCATION	LICENSE NUMBER
RTR Paving	Flagstaff	KA- 181904
Adams Trenching, Inc.	Flagstaff	A-121998
Morning Dew Landscaping	Flagstaff	A21-153463
Arizona Seamless Gutters Inc.	Prescott	CR5-211087
4M Concrete Inc.	Flagstaff	CR9-161596
Aspen Concrete, Inc.	Flagstaff	K9-141821
Shafor Concrete, Inc.	Flagstaff	C9-088397
Brennan Masonry, Inc.	Flagstaff	CR31-089353
Red Rock Masonry	Cornville	L31-072952
Buffalo Fence & Barn Company, Inc.	Flagstaff	KB2-180196
Boyer Metal Company, Inc.	Flagstaff	B1-070611
Distinctive Woodworks	Flagstaff	K60-268627
Harry Smith Drywall	Flagstaff	CR10-090087
Ignace Brothers Drywall, Inc.	Flagstaff	L10-206162
Northern Drywall, Inc.	Flagstaff	CR10-060762
Star Roofing	Phoenix	L42-067929
East Flag Upholstery & Carpet, Inc.	Flagstaff	CR8-044568
Highlands Floor Coverings	Flagstaff	CR8-187461
Rick Florida Painting LLC	Flagstaff	CR34-233316
S and M Painting	Flagstaff	CR34-133045
BZ Painting	Flagstaff	CR34-055790
Husky Painting	Flagstaff	CR34-233045
G K Painters	Flagstaff	CR34-063694
Exhibits Southwest	Tempe	K7-229215
The Glass Company	Cottonwood	K65-274164
Intermountain Mechanical Plumbing, Inc.	Flagstaff	K39-163946
CRC, Inc.	Midvale, UT	B1-166253
Cruise Mechanical Company Inc.	Flagstaff	K39-206537
Aspen Alarm Systems	Flagstaff	L67-127836
AEC Electric	Flagstaff	K11-146878
All Phase Electric Company, Inc.	Flagstaff	C11-072870
Goodman Contracting	Flagstaff	L11-074683
Multer Electric, Inc.	Kingman	CR11-167973
Northland Electric Co., Inc.	Flagstaff	C11-103271
Patton Electric	Flagstaff	CR11-173904

9) Describe your safety plan.

a. Provide a current letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and signed by an appropriate individual employed by the insurance company.

INSURANCE LETTER INCLUDED AT
THE END OF THIS SECTION



b. If your EMR is greater than 1, what actions will you take to lower it?
N/A

c. Describe your firm's safety oversight. Do you have a safety manager?
SDB employs a full-time safety staff. As the Safety and QA/QC Director, David Dopp leads the implementation and continuous improvement of SDB's safety management programs. David mitigates risk by training, coaching and mentoring operations leaders, safety professionals, clients and subcontractors in the tools and requirements of SDB's safety program. David effectively communicates and collaborates with central leadership, regional operations, project management teams and subcontractors to ensure safety strategies and programs align with regulatory expectations and policies, ensuring that SDB maintains safety performance standards and specifications. David's diligent efforts have earned SDB an exceptional safety rating of .47.

d. Describe the safety training used by your firm and provide a copy of your firm's safety training program.

SDB's Safety & QA/QC Director, David Dopp, is OSHA 500 certified which allows him to teach regular OSHA 30 hour classes internally to any of SDB's supervisory personnel. All SDB Field Foremen, General Foremen, Superintendents and Project Managers are First Aid/ CPR and OSHA 30 hour certified. SDB's craft/journeymen are all, as a minimum, OSHA 10 hour certified by the Carpenter's Union. SDB field supervisors and craft/journeymen also have completed competent person training for excavation and shoring, scaffolding and confined spaces as required for our various projects. All SDB employees operating specific pieces of equipment also have documentation of proper training to drive company vehicles, operate forklifts, manlifts or scissor lifts, wear fall protection, and to operate earth moving equipment.

SDB provides a safety orientation to all new team members that join SDB (see attached Safety Training Program). We also provide continuous training and safety awareness through weekly Safety Tool Box topics which are reviewed every Monday throughout our entire organization. SDB provides a Safety review during our monthly Field Supervisor and Project Manager meeting, which covers our performance as a team/company with all trends and lessons learned discussed. Many of our craft and supervisors also have completed additional site specific safety training required by our high-tech clients.

Hard copies of all completed team member safety training is kept and tracked in our Master SDB Safety Training Matrix.

A COPY OF THE SAFETY TRAINING PROGRAM
IS INCLUDED AT THE END OF THIS SECTION



CURRENT SAFETY RATING



April 30, 2014

To Whom It May Concern

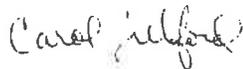
RE: SDB, Inc.
Experience Modification History

Listed below please find the experience modification history for SDB, Inc.

5/1/14	.47
7/1/13-14	.58
7/1/12-13	.66
7/1/11-12	.69

Should you have any questions, please feel free to call this office.

Sincerely,



Carol Trelford
Account Executive
602/393-3419

SDB
CONTRACTING SERVICES

Safety Orientation

Date _____

Location _____

Check All That Applies / N/A - For Not Applicable

Personal Protective Equipment

- | | |
|--|---|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Hearing Protection |
| <input type="checkbox"/> Safety Glasses Appropriate for task | <input type="checkbox"/> Dust Mask appropriate as needed |
| <input type="checkbox"/> Footwear - Work Boots above the ankle | <input type="checkbox"/> Appropriate clothing (NO shorts, loose clothing) |
| <input type="checkbox"/> Gloves Appropriate as needed | <input type="checkbox"/> Shoulder length hair tied back |
-

Safety Policies

- | | |
|--|---|
| <input type="checkbox"/> Horseplay Prohibited | <input type="checkbox"/> Barricades (yellow vs. red) |
| <input type="checkbox"/> Report ALL unsafe conditions | <input type="checkbox"/> If you don't know ASK |
| <input type="checkbox"/> No Alcohol or Drugs | <input type="checkbox"/> No Smoking within 25 feet of buildings
(some locations No Smoking permitted) |
| <input type="checkbox"/> Only Authorized Employees will operate all
Motorized Equipment | <input type="checkbox"/> Driving (No texting, hands free while talking)
Tickets are the responsibility of the driver |
| <input type="checkbox"/> Daily Inspections of all Motorized Equipment | |
-

Safety Procedures

- | | |
|---|--|
| <input type="checkbox"/> Site Emergency Phone Number &
Evacuation Point | <input type="checkbox"/> Lockout Procedures |
| <input type="checkbox"/> SDB Safety Manual (Issue Safety Pocket Manual) | <input type="checkbox"/> Confined Spaces
(refer to SDB Site Safety Manual) |
| <input type="checkbox"/> First Aid Station | <input type="checkbox"/> Hazard Communications / GHS
(refer to SDB Site Safety Manual) |
| <input type="checkbox"/> Fire Extinguisher Location | <input type="checkbox"/> Location of SDS (previously MSDS) Book
Site Safety Manual is located at Construction
Office |
| <input type="checkbox"/> Good House Keeping Practices | |
| <input type="checkbox"/> Fall Protection/Ladders
(required when over 6 feet) | |
-

OUR GOAL IS FOR EVERY EMPLOYEE TO GO HOME AT THE END OF EACH WORK DAY IN AS GOOD A CONDITION AS WHEN THEY ARRIVED.

THERE IS NO JOB SO IMPORTANT, NOR SERVICE SO URGENT THAT WE CAN NOT TAKE TIME TO WORK SAFELY.

Print Name

Signature

Company

Site Badge Number

Safety Orientation

Ultimately, you are responsible for your own safety. Each time you cross a barricade tape line and enter a work area, you need to consider the ramifications of your actions. Injury statistics show most injuries are self-inflicted. Think through your task before you act. Every employee must accept the responsibility to comply with procedures established for his/her safety and health.

Any employee should feel free to suggest improvements in the methods and/or procedures. SDB's primary goal is to prevent accidents, both non-injury and injury.

Our Safety Orientation is made up of 3 categories:

1. Personal Protective Equipment
2. Safety Policies
3. Safety Procedures

Safety Orientation

Personal Protective Equipment

Hard Hats (SDB requires hard hats 100%)

Hard hats are to only be worn forwards except for special applications.

Correct way to wear a hardhat



Do not wear hardhat this way



Welding is one exception
(hard hat under)



Safety Orientation

Personal Protective Equipment

Safety Glasses (SDB requires 100%)

Safety glasses with side shields must be worn at all times, on the job site. You may remove them if wearing goggles. Prescription glasses that are not safety needs to have over glasses. SDB will provide safety glasses for you.



Safety Glasses



Bi-focal Safety Glasses

These are side shields for your prescription glasses.
All these are provided for your safety.



Safety Orientation

Personal Protective Equipment

Footwear

Proper footwear is required on the job site, Work boots that go over the ankle. No tennis shoes or dress shoes are to be worn while working.

Proper Work Boots
Over the ankle



Steel Toe Work Boots



No Tennis shoes allowed



Safety Orientation

Personal Protective Equipment

Gloves (appropriate for task)

Different types of gloves are needed for different types of work. Cut-resistant gloves for handling sharp objects. Leather gloves for hot or jobs that can puncture your skin (nails, splinters, etc.) Latex or Rubber gloves for liquid type products.

Cut-resistant Gloves



Leather Gloves



Latex Gloves



Safety Orientation

Personal Protective Equipment

Hearing Protection

When do you need hearing protection:

- You have to shout to make yourself heard during work
- You have ringing in your ears for several hours after you leave work
- You have difficulty hearing normal sounds for several hours after you leave work

You can use ear plugs or earmuffs to block out noise.

Ear Plugs



with string attached



Earmuffs

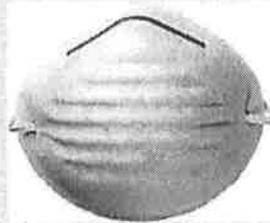


Safety Orientation

Personal Protective Equipment

Dust Mask

Dust masks are not "necessary" the same way most PPE is necessary. They are an option, possibly required or recommended or preferred by your work area or supervisor. Dust masks are only marginally to be regarded as PPE, and where they are "required," it is often due to a lack of understanding of the nature of their function. They can sometimes provide comfort against hot/cold air and nuisance (non-toxic) dusts, fumes, or mists, and in this they "protect" against discomfort. They are **not respirators** in the sense that this word is typically used, and they **ARE NOT** to be used for protection against airborne toxic particulate matter or for gases or vapors.



Safety Orientation

Personal Protective Equipment

Appropriate Clothing

Wear clothing appropriate for construction. No Shorts or loose clothing that can get caught in equipment. Don't wear offensive words or pictures on your shirts and etc. Wear your shirts in and pants pulled up. No hanging jewelry or ties, etc...

No shorts



No loose clothing



Don't have on hanging accessories



Safety Orientation

Personal Protective Equipment

Long Hair

Don't let your hair hang loose as it can get caught in equipment and cause serious injury. Keep your hair tied up on top of your head or in back of your head, the less it hangs the better.



Hair that is long and loose can create a hazard. Tie back or cover long hair and facial hair when you're working around moving machinery parts.

Tied up hair



Not this way



Safety Orientation

Safety Policies

Horseplay

Horseplay does not have a place on the construction site! All of us like to have fun, but when horseplay gets started on the job it usually ends up with someone getting injured, and none of us really wants that to happen.

Practical jokers should be banned from all construction sites. If you see any kind of horseplay taking place stop it at once. Let the person know that if it continues you have to notify your supervisor to put a stop to it. You should also remind the jokester that if the prank results in an injury or death, they are subject to prosecution and possible imprisonment.



Safety Orientation

Safety Policies

Unsafe Conditions

It is each and everyone's responsibility to report any unsafe conditions, so it can be corrected as soon as possible. If not for your safety, then for someone else's safety.



Safety Orientation

Safety Policies

NO Alcohol or Drugs

Anyone under the influence of Alcohol or Drugs will be removed from the job site immediately, and possibly discharged. Anyone under the influence is a danger to themselves and others working with them.



Safety Orientation

Safety Policies

Barricades

There are different types of barricades Fencing, Hard, Tape, all of which have a special place. Fencing barricades are used to keep everyone away from the danger and only has designated entries. Hard barricades are used to keep everyone away from work areas. Tape barricades are yellow (caution) may enter area with caution, and Red (Danger) only enter area with permission.

Hard Barricades



Yellow Caution



Red Danger



Safety Orientation

Safety Policies

Ask if you don't know

If you run across anything, or if you're not sure ASK. It's much safer to ask than to make a mistake and get in trouble, or worse yet get injured.

Rules change from site to site and in some locations from building to building. Just like the old saying:

"IT'S ONLY A DUMB QUESTION IF YOU DON'T ASK"

Safety Orientation

Safety Policies

NO SMOKING

There is a policy of No Smoking within 25 feet of a building. Some locations only have smoking areas, and still a few locations have no smoking allowed anywhere. Tobacco products are not allowed in some building at different locations also. Follow these rules closely or it could be your job.



Driving Policies

- Only SDB approved drivers are allowed to drive company vehicles (this does not include equipment as long as it's not on a public road)
- No texting/emailing while driving.
- Talking on the phone needs to be hands free.
- All tickets are the responsibility of the driver.

Safety Orientation

Safety Procedures

Site Emergency Information

Once on an SDB construction site you should be given information on who to call if there is an emergency. You should also be shown where the SDS/(MSDS) book is located and if there is an evacuation place to meet if something should arise.

Everyone is given a site orientation when you first arrive on an SDB site and if you have never worked at that site before, you may be placed with someone who knows the rules for that site.

SDB Main Office information is:

Phone (480) 967-5810

Fax (480) 967-5841

SDB Safety Director:

David Dopp (602) 818-8210

Safety Orientation

Safety Procedures

SDB Safety Manual

An SDB safety manual is site specific and each site is responsible for their own manual. Some sites will give you a manual so make sure to read through it as there is a lot of information in it that is mandatory for working for SDB, and other sites just have the manual in the office for anyone to read.

Some sites will have additional training and procedures to follow and you will be given times, dates and locations for your training etc.

The thing to remember is if you're not sure, ask your supervisor.

Safety Orientation

Safety Procedures

First Aid Stations

SDB will have a First Aid Box at most sites, some locations have a nurse or First Aid location that will take care of every incident. You will be shown where the First aid Box is located or shown where to go if first aid is needed.

If you need first aid for anything no mater what, make sure you tell your foreman or person in charge.

Safety Orientation

Safety Procedures

Fire Extinguisher Locations

You should be shown or told where the fire extinguishers are located for where you will be working. And, if you have not been trained on how to use an extinguisher, let them know so you can be trained.

Make sure that all extinguishers have been checked at least once a month and maintained at least once a year by the service company. (look for stickers or tags on each extinguisher.

Some locations require a specific type of fire extinguisher, so make sure you have the appropriate fire extinguisher.

If you have to use one for any reason make sure your supervisor knows that the extinguisher has been used and needs to be recharged.

Safety Orientation

Safety Procedures

Good Housekeeping Practices

SDB requires everyone to clean as you go. Don't let trash build up.

Keeping your work area neat and clean will reduce your chance of injury.

In some locations we do "Clean Room Work" and Housekeeping brings on a whole new meaning. If you have never worked in a clean room before you will be given a few classes and lots of training, plus you will have a buddy who has experience working there to help you learn the rules for that site.

Safety Orientation

Safety Procedures

The F5 Items

F5 is short for Fatality Prevention Program and the 5 items are:

1. **Fall Protection**
2. **Confined Space**
3. **LO/TO (Lock out / Tag out)**
4. **Electrical**
5. **Other (i.e. MEWP, Forklift)**

Safety Orientation

Safety Procedures

Fall Protection/ Ladders

Ladders:

Everyone should be trained on how to inspect and correctly use a ladder.

Fall Protection:

Everyone that USES fall protection must be trained specifically for this use.

Equipment

Lanyard must be designed for the anchorage point and to withstand 5000 pounds.

Inspect all fall protection equipment before use.

Execution

Fall protection is only used when fall prevention can not be accomplished

Required 100% of the time when working at 6' or over

Safety Orientation

Safety Procedures

Confined Space

Training:

Annual training is required, usually done prior to entering a confined space. Everybody participating in a confined space entry MUST have the appropriate level of training.

Permit:

Permit may be required.

Permits must be available AT the ENTRY POINT

Permits must be followed PRECISELY

Hazards / Rescue:

Every individual associated with the entry must be knowledgeable in regards to the hazards and the rescue plan.

Air Monitor:

Air monitoring is required for all confined spaces. Air monitors are checked out through the Safety Department.

Safety Orientation

Safety Procedures

LO/TO

Lock-out/Tag-out

LO/TO must be used in all instances when working on equipment where stored hazardous energy could be released, causing injury to someone.

Employee training is required for LO/TO.

Safety Orientation

Safety Procedures

Electrical

Assured Grounding / GFI

Everyone must participate in these programs to ensure that electrical equipment is functioning properly and people are protected if it doesn't.

Power Tools

Must be inspected daily.

Must be removed from service if damaged.

People must be trained in their use!

All connections must meet original manufacturing specifications.

Energized Electrical Work

Any potential exposure over 50 volts requires an assessment.

Equipment must be available and must meet regulatory requirements for inspections.

ALL personnel performing EEW must be trained to do so.

EEW is a last resort!

Safety Orientation

Safety Procedures

Other - MEWP (Motorized Elevated Work Platform)

Inspections

Must be pre-inspected prior to entry on site.
MUST be inspected prior to each use

Training

All personnel operating an MEWP must be trained on it's use and this must include hands-on training (MEWP training card issued)
Intel procedures must be included as a part of this training so personnel understand the requirements.

Operation

A spotter must be present any time the lift is moving
The spotter **MUST BE SPOTTING** when this occurs.
Verbal communication and eye contact must be made prior to movement.

Evaluation Requirements – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 07-237297 C

Do you collect city, county and/or other local sales tax in Arizona? Yes X 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 (i.e. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program "*which can be accomplished more efficiently and economically as a multi-district or multi-county operation.*"

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to over 430 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes X No

If no, what efficiencies and economies would members receive from a contract based on your proposal?

3. List applicable Arizona contractor's licenses held by your company.

Name of licensee	Classification	Number
Brian Bohnsack	Class A	175022
Brian Bohnsack	Class B-01	070507

4. Contact information for purchase orders:

Email Address chris.baruso@sdb.com

Fax (480) 967-5841

Attention of Chris Baruso

5. Sales support by region:

Name	Region served	Phone
Brian Bohnsack	Southern Arizona	(480) 967-5810
Don Walters	Northern Arizona	(928) 779-4545

6. Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes No X If Yes, what is the discount for 10 days? 20 days?

7. What is your general website (Internet) address? http://www.sdb.com

8. Contacts for Mohave:

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

Title JOC Project Manager Email address chris.baruso@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

Contract Administrator contact: Tab Barth
(*Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Title Projects Director Email address tab.barth@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

Accounting contact: Ed Riccio
(*Shall be the main point of contact for Mohave Accounting Specialists.*)

Title C.F.O. Email address edr@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

Open Order Report/Status Report contact: Chris Baruso
(*Shall be the main point of contact regarding open orders.*)

Title JOC Project Manager Email address chris.baruso@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

Audit contact: Ed Riccio
(*Shall be the main point of contact for Mohave Accounting Specialists.*)

Title C.F.O. Email address edr@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

Reconciliation contact: Erin Wood
(*Shall be the main point of contact for the reconciliation report.*)

Title Billing Accountant Email address erin.wood@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

Escalation contact: Brian Bohnsack
(*Shall be the main point of contact when an issue needs to be escalated above the main contact for the Proposal/contract. This contact shall be a different individual than those named for the contacts listed above.*)

Title Vice President & C.O.O. Email address brianb@sdb.com
Phone number (480) 967-5810 Fax (480) 967-5841

9. **Payment remittance address** 810 W. 1st St.

Attn: Ed Riccio

City Tempe State Arizona ZIP 85281

Telephone (invoice questions) (480) 967-5810 FAX (480) 967-5841

Place after Tab 4a

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

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

No, the following is not applicable to our offer.

Do you provide warranty and maintenance for the items in the proposal? Yes No

If not, how do members obtain warranty and maintenance service?

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.

CENTRAL ARIZONA	Chris Baruso	NORTHERN ARIZONA	Don Walters	SOUTHERN ARIZONA	Sal Encinas
	810 W. 1st St.		2355 N. Steves Blvd., Suite A		333 North Wilmot Rd. Suite 340
	Tempe, AZ 85281		Flagstaff, AZ 86004		Tucson, AZ 85711
	(480) 967-5810		(928) 779-4545		(520) 270-3329

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

(480) 967-5810 Chris Baruso

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

4 or more technicians at each facility.

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

\$2,500 - \$10,000 at each facility.

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

SDB will respond within 24 hours for metropolitan areas and 48 hours for rural areas to review warranty requests.

Describe the steps a member should take to activate a warranty, if any. _____

Acceptance of final closeout activates the warranty.

Do you offer extended warranty or maintenance service plans? Yes No

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price proposal. (Tab 3a.) Place any supplemental end-user agreements forms, which include terms and conditions and/or member signature after **Tab 4b**.

Place after Tab 4b

Will members be required to sign any supplemental end-user agreements (sales, maintenance, etc.)?

Yes No

If yes, review/revise your agreement(s) for any 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;
- o Auto-renewal language.

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



Via email: brianb@sdb.com

July 11, 2014

Attention: Brian Bohnsack, Vice President & C.O.O.
SDB, Inc.
810 W. 1st Street
Tempe, AZ 85281

RE: Advancement under Request for Qualifications (RFQ) 14G-0516 – Divisions 1-49 (General Contracting)

Congratulations – your response has been advanced under RFQ 14G-0516. As per the Job Order Contracting process your firm must respond to the attached JOC Request for Proposal 14G-0808 in order to be considered for a contract.

Your proposal must be received in our Kingman office no later than Friday, August 8, 2014 at 3:00 p.m.

If you have any questions regarding RFP 14G-0808, please call Nancy L. Colbaugh, CPPB at (928) 718-3228.

NOTES:

- Your firm will only obtain a contract with Mohave if you are awarded under the JOC RFP 14G-0808.
- Complete instructions for preparing your proposal are contained in the RFP.

Thank you,

Nancy L. Colbaugh, CPPB
Contract Specialist I

Attachments: JOC RFP 14G-0808.docx
JOC RFP 14G-0808 Specifications.doc
14G Open Book Price Summary.xlsx

Request for Qualifications

Statement of Qualifications Instructions & Checklist

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

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

PRICING SHALL NOT BE INCLUDED IN YOUR STATEMENT OF QUALIFICATIONS.

Offeror shall organize the Statement of Qualifications in the following manner:

BB

Step ONE: Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the responsible Contract Specialist at Mohave for clarification on any items contained in this solicitation.

BB

Step TWO: One (1) original and five (5) complete copies of your Statement of Qualifications shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Statement of Qualifications shall contain all descriptive literature, submittal requirements, and any other information required by the solicitation. Include a CD, USB, or similar electronic media device with electronic copies of your submitted documents.

Statement of Qualifications must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible offers may be rejected.

BB

Step THREE: Statement of Qualifications shall be presented in the order requested below, with separate sub-tabs (e.g. 1a, 1b) and colored dividers.

Tab 1: Offer & Signature Form, General Terms and Conditions, and Scope of Services

Tab 1a – Signed Offer and Signature Form is placed after Tab 1a.

Tab 1b – Addenda, if any, are placed after Tab 1b.

Tab 1c – A complete copy of the General Terms & Conditions is placed after Tab 1c.

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

Tab 1d – A copy of the Scope of Services is placed after Tab 1d.

Tab 2: Statement of Qualifications

Tab 2 – A complete response to the Statement of Qualifications pages is placed after Tab 2, with separate sub-tabs and colored dividers.

Request for Qualifications Statement of Qualifications Instructions & Checklist (cont'd)

Tab 3: Additional Information

BB

Tab 3 Descriptive literature, slicks and any other supporting printed data are placed after Tab 3.

BB

Step FOUR: Confirm that the Statement of Qualifications is complete and signed on page 17 by an authorized representative.

BB

Step FIVE: Make a complete copy of your Statement of Qualifications for your records.

BB

Step SIX: Statement of Qualifications shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Statement of Qualifications must be in the actual possession of Mohave on, or prior to, the exact time and date set for Statement of Qualifications opening. Pricing is not requested in the Statement of Qualifications and shall not be included in your response.

A Request for Qualifications tabulation (a list of respondents) will be posted at www.mesc.org within one week of the Request for Qualifications opening.

Tab 1: Offer & Signature Form, General Terms and Conditions, and Scope of Services

- 1a. Signed Offer and Signature Form
- 1b. Addenda
- 1c. A complete copy of the General Terms & Conditions
- 1d. A copy of the Scope of Services

Tab 2: Statement of Qualifications

Tab 3: Additional Information

Offer and Signature Form

Place after Tab 1a

Request for Qualifications 14G-0516 Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number 94-2705363

Company Name SDB Inc.

Address 810 W. 1st St. City Tempe State AZ Zip 85281

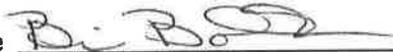
Telephone Number (480) 967-5810 Fax (480) 967-5841

Printed Name Brian Bohnsack Title Vice President & C.O.O.

Primary Email brianb@sdb.com Alternate email chris.baruso@sdb.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 signature form shall be submitted with a signature by the person authorized to sign the offer. The person signing the offer shall initial erasures, interlineations or other modifications in Statement of Qualifications. Failure to sign the offer and signature document, or to make other notations as indicated, may result in rejection of the Statement of Qualifications.

Addenda: None Noted.

General Terms and Conditions

Place after Tab 1c

1. **CERTIFICATION**

By signing the Offer and Signature Form (page 17 of the Request for Qualifications), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of services and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant, for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS §41-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a subsequent contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a subsequent contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of services, specifications, and other documents of this Request for Qualifications.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

2. **CLARIFICATION**

Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Statement of Qualifications. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not provide the offeror an opportunity to revise or modify its Statement of Qualifications, except to the extent that correction of apparent clerical mistakes results in a revision.

3. CONFIDENTIAL INFORMATION

3.1 Confidential information request: If offeror believes that its Statement of Qualifications contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the Statement of Qualifications, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

3.2 Public record: All Statement of Qualifications 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 notification.

4. COOPERATIVE PURCHASING

4.1 Cooperative purchasing: Any awarded 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 contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

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

4.3 Most favored customer: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through any subsequent awarded contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. 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. 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.

5. EVALUATION & AWARD

5.1. Basis of award: In accordance with ARS §34-604(F)(2) and §41-2579(F)(2), Mohave shall issue a Request for Proposal to a final list of responsive and responsible vendors determined to be most qualified to perform the specified construction services. To qualify for evaluation, a Statement of Qualifications must have been submitted on time, and materially satisfy all mandatory requirements identified in this solicitation.

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

5.3. Formation of contract: No contracts shall be awarded from the Request for Qualifications.

5.4. Interviews: Mohave shall not hold interviews during the evaluation of this Request for Qualifications.

5.5. Maximum JOC order: The maximum dollar of an individual JOC order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to title 38, chapter 3, article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual JOC order. Requirements shall not be artificially divided or fragmented in order to constitute a JOC order that satisfies this requirement. A specific single project means a project that is constructed at a single location, at a common location, or for a common purpose (ARS §28-7361.18).

5.6. Method of evaluation: Mohave shall select a committee of not more than seven (7) members to evaluate the Statement of Qualifications. Composition of the committee shall be in compliance with ARS §34-604(C)(3) and §41-2579(C)(3).

5.7. Multiple award: Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will 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, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts 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 single award is not advantageous to Mohave members. A multiple award shall be limited to the least number of offerors 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 may consider regional awards to meet the membership needs.

5.8. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work/services 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.

5.9. Request for Proposal: The evaluation committee shall determine a final list of offerors to receive a Request for Proposal for general contracting and/or specialty contracting. The final list shall be at least three, but no more than five offerors for each discipline.

5.10. Responsive Statement of Qualifications: A responsive Statement of Qualifications reasonably and substantially conforms to all material requirements of the solicitation. Statement of Qualifications shall be responsive to receive further consideration. Mohave reserves the right to waive minor informalities.

6. INSURANCE

6.1 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 \$2,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder.

6.2 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.

6.3 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.

7. LICENSES

Contractor for JOC construction services shall be licensed to perform construction pursuant to Title 32, Chapter 10. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all 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 contractor whose license(s) expire, lapse, are suspended or terminated.

8. STATEMENT OF QUALIFICATIONS ACCEPTANCE PERIOD/WITHDRAWAL

8.1 Late Statement of Qualifications: Except as authorized by Arizona procurement rules and code, late Statement of Qualifications shall not be considered.

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

8.3 Withdrawal of Statement of Qualifications: At any time prior to the specified due date and time, offeror may withdraw his Statement of Qualifications. After the opening time and date, Statement of Qualifications may not be withdrawn, except as allowed by Arizona procurement rules and code.

9. OVERVIEW

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

9.4 Construction services: Construction, and one or more related services, such as maintenance services, operations services, design services and preconstruction services as those services are authorized in the definition of JOC.

9.5 Contract claims or controversies: The requirements of the Arizona procurement rules and code 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 ARS, 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. ARS, 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 Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

9.7 Eligible agencies: Any contract awarded from this solicitation process shall be available to all members. 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 Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

9.8 Nonresponsive offer: Any Statement of Qualifications that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

9.9 Statement of Qualifications opening: Statement of Qualifications shall be opened immediately following the Statement of Qualifications due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the Statement of Qualifications shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

9.10 Removal from potential bidders list: Any offeror submitting a perfunctory Statement of Qualifications with no serious intent of being accepted may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Qualifications for similar procurements may be removed from the potential 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 potential bidders list.

9.11 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.

9.12 Subcontractor: A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with Mohave.

10. PREPARATION OF THE STATEMENT OF QUALIFICATIONS & STATEMENT OF QUALIFICATIONS FORMAT

10.1 Amendment of Statement of Qualifications: A Statement of Qualifications may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.

10.2 Compliance with instructions: Offeror's ability to follow Statement of Qualifications preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation process. The quality of organization and writing reflected in the Statement of Qualifications will be considered to be an indication of the quality of organization and writing which would be prevalent for any contract which may be awarded. As a result, the Statement of Qualifications will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

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

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

10.5 Statement of Qualifications forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed Statement of Qualifications shall not be considered.

11. PRICING

11.1 Basis for pricing: Contract pricing under the subsequent request for proposal awards shall be based upon: Coefficient applied to a UPB; and/or Open Book pricing; and/or discount applied to TRA-SER price guide.

11.2 Pricing requirements: Pricing is not requested in the Statement of Qualifications and shall not be included in your response.

12. PROTESTS

Protests shall be filed with Julia E. Tribbett, Executive Director of Mohave, and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of the proposed short list must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time.

A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its 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; and
- 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 attorneys fees and costs.

13. SUSPENSION OR DEBARMENT STATUS

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

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 from the subsequent request for proposal awards. 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.

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 17 certifies complete acceptance of the General 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 General Terms and Conditions:

- We take no exceptions/deviations to the general 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 General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. 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 Statement of Qualifications from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Scope of Services

Place after Tab 1d

1. BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of Job Order Contracting for various construction trades as specified within this Request for Qualifications. These services are requested for Mohave's membership of over 430 public agencies.

Mohave may procure, as an entity for its membership, construction and construction services, as applicable, using the following project delivery method: Job Order Contracting, as stated in ARS §34-602(A)(4) and §41-2582(A)(4). Mohave's determination to use alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Article 10: School District Procurement §R7-2-1116.B, ARS §34-604 and §41-2579, and the Uniform System of Financial Records memorandum No. 248. Services shall be procured in accordance with the Arizona Administrative Code, Article 10: School District Procurement (refer to USFR Memorandum No. 248), and ARS §34-604 and §41-2579.

This Request for Qualifications is the first of a two-step procurement process. Contracts, if any, will be awarded in accordance with the Request for Proposal. Mohave will issue a Request for Proposal to a final list of responsive and responsible vendors determined to be the most qualified to perform the specified construction services. The final list shall be at least three, but no more than five offerors.

Because any work under this contract will be on a Job Order basis, exact project specifications are not available. General specifications will be included in the Request for Proposal issued to firms whose statements of qualifications are approved. Those specifications will form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include generally accepted practices in the construction industry.

Mohave has not determined if Job Order Contracting (JOC) contracts will be awarded on a general contracting, specialty contracting, or combination basis. Therefore, Mohave will consider statements of qualifications for general and/or specialty contracting. For purposes of this Request for Qualifications, specialty contracting is defined as work applicable to one or more of the divisions specified by the Construction Specifications Institute, (e.g., Division 4, Masonry; Division 22, Plumbing; and Division 23 Heating, Ventilation, and Air Conditioning).

Mohave has current contracts for related work (i.e., JOC electrical, JOC fencing, flooring, roofing, electronic safety and security, fire suppression, painting, asphalt paving, plumbing, etc.). Any contract awarded as a result of this Request for Qualifications will be in addition to those contracts, but will not replace them. The Mohave member shall retain the right to determine which contracts are in their best interests.

2. DESCRIPTION

Mohave desires to contract with a qualified and experienced offeror, or offerors, to provide quality Job Order Contracting (JOC) for various construction trades for Mohave's statewide membership. Various construction trades in the Request for Proposals may include, but not be limited to: minor construction, repair, rehabilitation and alteration services.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). Pricing may also be established through an Open Book Pricing methodology. Open Book pricing allows the contract vendor to apply subcontractor price quotes and total direct project costs to a predetermined General and Administrative percentage and profit mark-up. Trade Service (TRA-SER) along with an established labor hourly rate may be used for service and repair projects. When a JOC order is issued the member and the contractor agree on the scope of work, pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology for the entire project. **Statements of Qualifications shall not include pricing, coefficients or General and Administrative percentage and profit mark-up information.**

Mohave currently has two JOC contracts (09D-0716) for general contracting. Activity under the contracts from 7/1/12 through 6/30/13 was \$9,261,158 and for year to date (7/1/13 through 4/4/14) is \$1,723,680.

Mohave currently has four JOC contracts (09D-0716 and 10C-0514) for heating, cooling, ventilation, and air conditioning. Activity under the contracts from 7/1/12 through 6/30/13 was \$11,579,542 and for year to date (7/1/13 through 4/4/14) is \$11,614,498.

This information is provided as an aid to vendors in preparing statements of qualifications only. It is not to be considered a guarantee or estimate of volume under this Request for Qualifications. The successful offeror(s)' coefficient(s) and any other pricing shall apply regardless of the volume of business under the contract.

3. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Request for Qualifications Issued	April 4, 2014
Pre-qualifications Conference Held	April 17, 2014, 10:30 a.m. (local AZ time) Location: Teleconferenced (audio only) Pre-qualifications conference will be held utilizing MeetingBridge telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	May 9, 2014 at 5:00 p.m. (local AZ time)
Published Request for Qualifications Due Date & Time	May 16, 2014 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Request for Qualifications	May 16, 2014 at 3:00 p.m. (local AZ time)
Selection of Final List (<i>estimated date only</i>)	May 28, 2014
Request for Proposals Issued (<i>estimated date only</i>)	June 18, 2014

SUBMISSION OF STATEMENT OF QUALIFICATIONS

3.1. Statement of Qualifications shall provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit its Statement of Qualifications following information detailed in the *RFQ Statement of Qualifications Instructions to Offeror & Checklist*.

4. CONTRACT TYPE

No contracts shall be awarded from this Request for Qualifications.

5. EVALUATION CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Criteria	Points
Offeror's qualifications and experience	40
Quality of the Statement of Qualifications	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's financial capacity	5
Offeror's safety record	5
Information from references	
PPI information and other pertinent information	<u>5</u>
Total	100

References used in this Request for Qualifications:

- Construction Specifications Institute: www.csinet.org

**STATEMENT OF QUALIFICATIONS
TABLE OF CONTENTS**

- a. Table of Contents**
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- c. Contents**
- d. General Contracting and/or Specialty Contracting**
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- h. Financial Information**
- i. Insurance**
- j. Past Performance**
- k. Contract Management Plan**
- l. Quality Management Plan**
- m. Subcontractor Management Plan**
- n. Safety**

May 16, 2014

Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.,
211 North 7th Street
Kingman, AZ 86401

Re: Request for Qualifications 14G-0516 Job Order Contracting for Various Construction Trades

Dear Ms. Tribbett and Members of the Selection Committee:

SDB has submitted this Statement of Qualifications that addresses Mohave's desire to partner with a contractor that has:

- **A history of successful Education and Government JOC projects**
- **A dedicated staff with JOC experience**
- **A proven system for managing job order tasks**
- **The ability to work multiple projects at multiple locations at the same time**
- **A strong financial background**
- **A well established Safety and Quality Management program**

SDB has been performing JOC work since 2001 and currently manages 15 JOC contracts in Arizona including the current Mohave Contract 09D-SDB-0902 for Job Order Contracting for Various Construction Trades. Listed below are several reasons that make SDB a top contender for this contract:

- **An exceptional .47 EMR Safety rating**
- **2,000+ JOC projects completed (600+ Educational) since 2001**
- **Multiple offices in Tempe, Tucson and Flagstaff to facilitate projects statewide**
- **Reduced learning curve, as we are a current Mohave JOC Contractor**

We look forward to being selected as one of your qualified JOC contractors and to continue to provide service and value to the Mohave Members. Thank you for considering our qualifications.

Sincerely,



Brian Bohnsack, Vice President & C.O.O.
brianb@sdb.com
480-967-5810 x208
480-967-5841 Fax

TAB 2: STATEMENT OF QUALIFICATIONS

c. Contents

BASIC COMPANY INFORMATION:

- *COMPANY NAME*
SDB, Inc.
- *ADDRESS*
810 West 1st Street
Tempe, Arizona 85281
- *TELEPHONE NUMBER*
(480) 967-5810
- *FAX NUMBER*
(480) 967-5841
- *NAME OF PRIMARY CONTACT*
Brian Bohnsack
- *EMAIL ADDRESS OF PRIMARY CONTACT*
brianb@sdb.com
- *NUMBER OF YEARS IN BUSINESS*
34
- *LICENSES HELD BY THE FIRM*
070507 Class B-1
General Commercial Contractor

175022 Class A
General Engineering
- *PARENT COMPANY / ADMINISTERING OFFICE / BRANCH OFFICES*
Tempe Office (ADMINISTERING OFFICE)
810 West 1st Street
Tempe, Arizona 85281

Flagstaff Office (BRANCH OFFICE)
2355 N. Steves Blvd., Suite A
Flagstaff, AZ 86004

Tucson Office (BRANCH OFFICE)
333 North Wilmot Rd. Suite 340
Tucson, AZ 85711





LICENSE EFFECTIVE THROUGH: 11/30/2015
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
S D B Inc

CONTRACTORS LICENSE NO 70507 CLASS B-1
General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND *William A. Mundell*
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



LICENSE EFFECTIVE THROUGH: 05/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
S D B Inc

CONTRACTORS LICENSE NO 175022 CLASS A
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND *William A. Mundell*
 DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

TAB 2: STATEMENT OF QUALIFICATIONS

d. General Contracting and/or Specialty Contracting

- *INDICATE WHETHER YOUR FIRM IS SUBMITTING A STATEMENT OF QUALIFICATIONS FOR GENERAL OR SPECIALTY CONTRACTING. IF YOUR FIRM IS SUBMITTING AS A SPECIALTY CONTRACTOR, INCLUDE A LIST OF THE DIVISIONS, (AS DEFINED BY THE CONSTRUCTION SPECIFICATIONS INSTITUTE), FOR THE WORK YOU ARE PROVIDING WORK IN.*

SDB is submitting a Statement of Qualifications for General Contracting.

TAB 2: STATEMENT OF QUALIFICATIONS

e. Form of Ownership

- *INDICATE THE TYPE OF OWNERSHIP (CORPORATION, JOINT VENTURE, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.).*

Corporation

- *IF RESPONDING AS A JOINT VENTURE WITH FEWER THAN TWO RELEVANT PROJECTS, AS A JOINT VENTURE, SUBMIT QUALIFICATIONS FOR EACH FIRM.*

N/A

TAB 2: STATEMENT OF QUALIFICATIONS

f. Personnel

• PROVIDE INFORMATION ABOUT THE FIRM'S PERSONNEL RESOURCES (AVERAGE SIZE OF WORKFORCE, POSITION CLASSIFICATIONS, EXPERIENCE, TRAINING, LOCATION(S) OF PERSONNEL).

AVG. SIZE OF WORKFORCE	POSITION CLASSIFICATION	EXPERIENCE AND TRAINING	LOCATION(S) OF PERSONNEL:
10	Project Managers	Ranging from 8-34 years of experience, OSHA 30 Training, ACE PM Training, ACE JOC Training, First Aid & CPR Certified. 7-12 years of JOC experience.	Tempe, AZ Tucson, AZ Flagstaff, AZ Hillsboro, OR Dallas, TX
5	Safety and QA/QC Professionals	Ranging from 2-16 years of experience, OSHA 500-503, OSHA 30, First Aid & CPR Certified. 2-6 years of JOC experience.	Tempe, AZ Tucson, AZ Flagstaff, AZ Hillsboro, OR
5	Estimators	Ranging from 16-46 years of experience, Certified Professional Estimators. 3-10 years of JOC experience.	Tempe, AZ Flagstaff, AZ Hillsboro, OR Dallas, TX
27	Superintendents	Ranging from 16-42 years of experience, OSHA 30 Training, First Aid & CPR Certified. ACE JOC Training. 5-12 years of JOC experience.	Tempe, AZ Tucson, AZ Flagstaff, AZ Hillsboro, OR Dallas, TX
240	Craftsmen	Journeyman Carpenter Certificate of Completion, OSHA 30 Training, First Aid & CPR Certified. 3-12 years of JOC experience.	Tempe, AZ Flagstaff, AZ Portland, OR Dallas, TX
2	Project Engineers	Ranging from 3-13 years of experience, OSHA 10 Training. 3-6 years of JOC experience.	Tempe, AZ Hillsboro, OR

• INCLUDE INFORMATION ABOUT SUPPORT STAFF (OFFICE WORKERS, ETC.).

RESOURCE	# OF EMPLOYEES
Executive Management	6
Accounting	5
Purchasing	2
Information Technology	1
Marketing	2
Human Resources	1



TAB 2: STATEMENT OF QUALIFICATIONS

f. Personnel

PROVIDE DETAILED INFORMATION DESCRIBING EDUCATION, TRAINING AND QUALIFICATIONS FOR KEY PERSONNEL (GENERAL MANAGEMENT, PROJECT MANAGEMENT, ESTIMATOR, ENGINEER, CONSTRUCTION SUPERINTENDENT, FAA PROJECT EXPERIENCE AND TRAINING, ETC.)

The personnel assigned for this JOC have considerable experience performing JOC work including projects for school districts, municipalities and counties throughout the State of Arizona. SDB has worked with school districts for over 22 years so our staff experience is highly credible and knowledgeable in this area. We have allocated our best Project Managers and Superintendents (resumes attached) and under the guidance of our Projects Director, Tab Barth, our personnel will perform your JOC projects with proficiency, professionalism and the utmost concern for safety in existing facility environments.

KEY PERSONNEL



TAB BARTH
PROJECTS DIRECTOR

- 24 Years Experience
- 10 Years JOC Experience
- B.S., Construction Engineering and Management, Purdue University
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Project Management Institute (PMI) Member
- Certified PMI Project Management Professional
- Southwest Safety Training Alliance
- Maricopa County Air Quality Department - 310 Dust Control Certification



JOHN STRAHAN
ESTIMATOR

- 47 Years Experience
- 10 Years JOC Experience
- B.S., Business Administration, Central Michigan University
- Construction/Civil Engineering Technology, Ferris State College
- Construction Management Systems, CPM/Job Cost Management



STUART MARKS
ESTIMATOR

- 37 Years Experience
- 3 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified

PROJECT MANAGERS



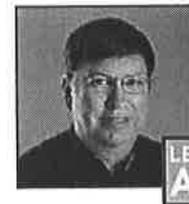
CHRIS BARUSO
PROJECT MANAGER

- 26 Years Experience
- 10 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- U.S. Corps of Engineers, Certified Quality Control
- Planning and Scheduling Supervisory Training Program
- Project Management Construction Technical Skills Courses
- Maricopa County Air Quality Department - 310 Dust Control Certification



SAL ENCINAS
PROJECT MANAGER

- 30 Years Experience
- 8 Years JOC Experience
- B.S., Architecture, University of Baja California
- Project Management Certificate, ASU/Del E. Webb School of Construction
- Project Management & Administration Master Course, University of Baja California
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Maricopa County Air Quality Department - 310 Dust Control Certification



MICHAEL ATKIN
PROJECT MANAGER

- 36 Years Experience
- 5 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Certified Professional Constructor, American Institute of Constructors

TAB 2: STATEMENT OF QUALIFICATIONS

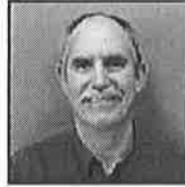
f. Personnel

ADDITIONAL KEY PERSONNEL



**DEVANIEL
DENETSOSIE**
SUPERINTENDENT

- 17 Years Experience
- 5 Years JOC Experience
- Journeyman Carpenter
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- OSHA training:
Forklift
Scissor Lift
Boom Lift



GARY EDWARDS
SUPERINTENDENT

- 30 Years Experience
- 12 Years JOC Experience
- OSHA 30 Hour Certified
- Southwest Safety Training Alliance (SSTA)
- First Aid and CPR Certified
- Fire Caulk Certified
- Rigging Certified
- Maricopa County Air Quality Department - 310
Dust Control Certification



RICK NEALEY
SUPERINTENDENT

- 25 Years Experience
- 6 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Southwest Safety Training Alliance (SSTA)
- Maricopa County Air Quality Department - 310
Dust Control Certification



LUKE O'SULLIVAN
SUPERINTENDENT

- 32 Years Experience
- 7 Years JOC Experience
- OSHA 30 Hour Certified
- First Aid and CPR Certified
- Southwest Safety Training Alliance (SSTA)
- Scaffold Certification
- Rigging Certification
- Carpenter's Apprenticeship
- Superintendent Certification, The Associated
General Contractors of America
- Class 1 Cleanroom Training
- Construction Management
- Maricopa County Air Quality Department - 310
Dust Control Certification



AYOKA CHATMAN
PROJECT ENGINEER

- 14 Years Experience
- 6 Years JOC Experience
- American Institute, Legal Secretary Studies



DAVID DOPP
SAFETY & QA/QC
DIRECTOR

- 17 Years Experience
- 9 Years JOC Experience
- ComTrain Trainer for Tower Safety and Rescue
- Fall Protection / Fall Arrest Training
- Hazardous Communications
- Excavation Competent Person Trainer
- OSHA Confined Space Entry Trainer
- OSHA Forklift Train the Trainer
- OSHA Safety Management
- OSHA 500 Construction Industry
- OSHA 501 General Industry
- Infection Control Risk Assessment (ICRA)
Certification
- U.S. Army Corps of Engineers Quality
Construction Management (CQM) Certification
- Maricopa County Air Quality Department - 310
Dust Control Certification

• DESCRIBE YOUR PLAN FOR PERSONNEL RECRUITMENT.

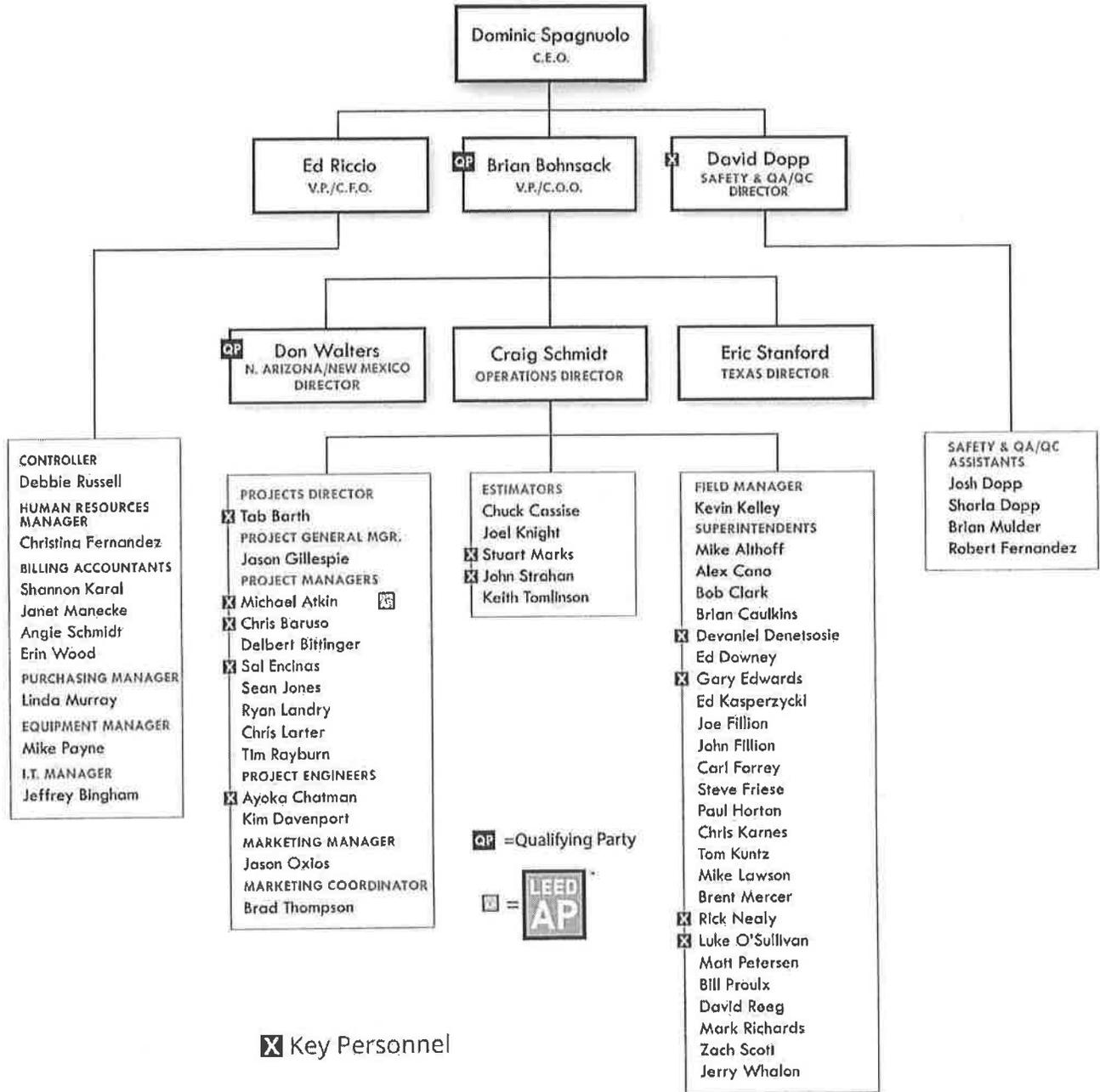
Before we start recruiting personnel we look to our staff of over 240 field carpenters. If we are understaffed or need to increase workforce on the jobsite we first factor our in-house personnel. SDB has vast resources that include project management, scheduling systems and a resource of prequalified subcontractors that are able to respond to multiple job orders at the same time. Our affiliation with the Carpenters Local Union 408 allows us to increase our work force with quality personnel when needed.

SDB has been performing facility construction contracts in the valley since 1980 and has a database of over 2,000 qualified subcontractors. We have at least three to five subcontractors per trade specialty that understand the nature of JOC work and are successful because of their performance and quality of work. These subcontractors have been in business from 5-35 years.

TAB 2: STATEMENT OF QUALIFICATIONS

f. Personnel

• PROVIDE AN ORGANIZATION CHART FOR YOUR FIRM.



• COMPLETE AND ENCLOSE A GENERAL SERVICES ADMINISTRATION STANDARD FORM 330, TO THE EXTENT APPLICABLE TO YOUR FIRM. GSA SF300s are included at the end of this section.



ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Job Order Contracting for Various Construction Trades

2. PUBLIC NOTICE DATE

04/04/2014

3. SOLICITATION OR PROJECT NUMBER

14G-0516

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Brian Bohnsack

5. NAME OF FIRM

SDB, Inc.

6. TELEPHONE NUMBER

(480) 967-5810

7. FAX NUMBER

(480) 967-5841

8. E-MAIL ADDRESS

brianb@sdb.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCONTRACTOR			
a.	✓				SDB, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	810 West 1st Street Tempe, Arizona 85281	Contractor
b.	✓				SDB, Inc. Flagstaff Branch Office <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	2355 N. Steves Boulevard, Suite A Flagstaff, Arizona 86004	Contractor Branch Office
c.	✓				SDB, Inc. Tucson Branch Office <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	333 North Wilmot Road, Suite 340 Tucson, Arizona 85711	Contractor Branch Office
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

SDB

CONTRACTING SERVICES

ORGANIZATIONAL CHART OF PROPOSED TEAM



TAB BARTH
Projects Director



SAL ENCINAS
Project Manager



CHRIS BARUSO
Project Manager



MICHAEL ATKIN
Project Manager



DAVID DOPP
Safety & QA/QC Director



AYOKA CHATMAN
Project Engineer



STUART MARKS
Estimator



JOHN STRAHAN
Estimator



DEVANIEL DENETSOSIE
Superintendent



GARY EDWARDS
Superintendent



RICK NEALY
Superintendent



LUKE O'SULLIVAN
Superintendent

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Tab Barth	13. ROLE IN THIS CONTRACT Projects Director	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*
SDB, Inc. Tempe, Arizona

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science, Construction Engineering and Management, Purdue University	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
OSHA 30 Hour, First Aid and CPR, Project Management Institute Member, Certified PMI Project Management Professional, Southwest Safety Training Alliance, Maricopa County Air Quality Department - 310 Dust Control Certification

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Globe USD No. 1 Mofford Stair replacement, Globe, AZ		2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Installed 3 new exterior galvanized steel staircases with minor painting and masonry. \$77,804. Acted as Projects Director under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Phoenix UHSD Walk-in Freezer, Phoenix, AZ		2013
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Demolition, disposal and replacement of one cooler and two freezers inside existing Food Services warehouse. \$354,870. Acted as Projects Director under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
CAP Condition Based Monitoring, Surprise, AZ		2012
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Installation of new transformer monitoring equipment. \$192,702. Acted as Projects Director under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Blackwater Community Schools Ph.I Underground Electrical, Coolidge, AZ		2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Installed new underground electrical infrastructure for campus expansion. \$80,000. Acted as Projects Director under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
CAP Transformer Protection Upgrades, Various locations in Arizona		2013
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Installation of new transformer monitoring equipment. \$677,236. Acted as Projects Director under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Chris Baruso	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 4

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Tempe, Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Maricopa County Air Quality Department - 310 Dust Control Certification, OSHA 30 Certified U.S. Corps of Engineers, First Aid & CPR, Certified Quality Control, Planning and Scheduling Supervisory Training Program

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
OKED Centerpoint 2nd and 3rd Floor Improvements, Tempe, AZ		2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check If project performed with current firm	
JOC Project. Tenant improvement of approximately 7,500 SF including new walls, flooring, casework, HVAC, doors, electrical and fire alarm. \$130,731. Acted as Project Manager under Arizona State University JOC contract.		
Wastewater Storm Drain, Tempe, AZ		2013
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check If project performed with current firm	
JOC Project. Installation of 8' diameter by 70' long storm drain pipe including one 30' deep dry well, concrete, sidewalks, curbing and asphalt paving. \$172,045. Acted as Project Manager under Arizona State University JOC contract.		
CAP Transformer Protection Upgrades, Various locations in Arizona		2013
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check If project performed with current firm	
JOC Project. Installation of new transformer monitoring equipment. \$677,236. Acted as Project Manager under Mohave JOC contract.		
IDF Room Expansions, Tempe, AZ		2013
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check If project performed with current firm	
JOC Project. Remodel of (7) IDF rooms with ceilings, flooring, doors, fire stopping, and painting of new walls. \$15,600. Acted as Project Manager under Tempe Union HSD JOC contract.		
Regency Garage Door and Hardware Replacement, Phoenix, AZ		2013
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check If project performed with current firm	
JOC Project. Installation of new panic hardware, closers, hinges, locksets, weatherstripping, thresholds, patching, painting and replacement of two doors. \$79,154. Acted as Project Manager under City of Phoenix JOC contract.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sal Encinas	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 9

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Tempe, Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

Bachelor of Science, Architecture, University of Baja California
Project Management Certificate, Arizona State University Del
E. Webb School of Construction

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30 Hour Certified, First Aid and CPR, Maricopa County Air Quality Department - 310 Dust Control Certification.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Globe USD No. 1 Mofford Stair replacement, Globe, AZ		2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installed (3) new exterior galvanized steel staircases with minor painting and masonry. \$77,804. Acted as Project Manager under Mohave JOC contract.		
Phoenix UHSD Walk-in Freezer, Phoenix, AZ		2013
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Demolition, disposal and replacement of one cooler and two freezers inside existing Food Services warehouse. \$354,870. Acted as Project Manager under Mohave JOC contract.		
Sunnyside USD Walk-in Freezer, Tucson, AZ		2012
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of walk-in freezer at the Food Department warehouse-distribution center. Provided drafting, constructability and design preconstruction services. \$70,710. Acted as Project Manager under Mohave JOC contract.		
Glendale USD Food Department Walk-in Freezer, Glendale, AZ		2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installed a new outdoor freezer/cooler combo unit. Work included installation of concrete slab, refrigeration system, fire protection and structural steel. \$185,358. Acted as Project Manager under Mohave JOC contract.		
Yuma UHSD New Walk-in Freezer, Yuma, AZ		2012
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of a new walk-in freezer into an existing School District Food Department main warehouse and distribution center. \$111,811. Acted as Project Manager under Mohave JOC contract.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael Atkin	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 36	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Flagstaff Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

LEED Accredited Professional, United States Green Building Council

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Certified Professional Constructor American Institute of Constructors, OSHA 30 Certified, CPR & First Aid.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
NAU Cline Library Renovations, Flagstaff, AZ		2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Renovation to the open media area, involving new electrical and data services throughout and renovation of the main lobby and study rooms. \$160,242. Acted as Project Manager under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
NAU Mountain View Dorm Major Maintenance, Flagstaff, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2012
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Project was for general ADA compliance improvements. Included work in 138 dorm rooms throughout 4 wings and 5 floors, restroom and vanity upgrades. \$1,737,623. Acted as Project Manager under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
City of Flagstaff Cinder Lake Schultz Berm, Flagstaff, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2012
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. 1.5 mile flood control berm including dust control & Storm Water Pollution Prevention Program. 64,000 CY of earth was excavated, processed and compacted. \$750,547. Acted as Project Manager under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Girls Ranch Road Berm Stabilization, Flagstaff, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Reconstruction of a 9,170 cubic yard drainage control embankment. Project involved the reconditioning of existing embankment material and new import. \$267,515. Acted as Project Manager under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Pinal County San Manuel Hangar Repairs, San Manuel, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2013
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Removed and replace damaged hangar doors including repairs to roof and walls. \$7,531. Acted as Project Manager under Mohave JOC contract.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rick Nealy	13. ROLE IN THIS CONTRACT Superintendent	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 20

15. FIRM NAME AND LOCATION *(City and State)*
SDB, Inc. Tempe, Arizona

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
OSHA 30 Certified, Southwest Safety Training Alliance (SSTA) Certified, CPR & First Aid, Maricopa County Air Quality Department - 310 Dust Control Certification

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Phoenix UHSD Walk-in Freezer, Phoenix, AZ		2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Demolition, disposal and replacement of one cooler and two freezers inside existing Food Services warehouse. \$354,870. Acted as Superintendent under Mohave JOC contract.		
Glendale USD Food Department Walk-in Freezer, Glendale, AZ		2012
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installed a new outdoor freezer/cooler combo unit. Work included installation of concrete slab, refrigeration system, fire protection and structural steel. \$185,358. Acted as Superintendent under Mohave JOC contract.		
Sunnyside USD Walk-in Freezer, Tucson, AZ		2012
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of walk-in freezer at the Food Department warehouse-distribution center. Provided drafting, constructability and design preconstruction services. \$70,710. Acted as Superintendent under Mohave JOC contract.		
Yuma UHSD New Walk-in Freezer, Yuma, AZ		2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of a new walk-in freezer into an existing School District Food Department main warehouse and distribution center. \$111,811. Acted as Superintendent under Mohave JOC contract.		
Discovery Elementary School Kitchen Renovation, Glendale, AZ		2012
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Work included demolition, carpentry, structural reinforcements, painting, fire alarm, plumbing, food service equipment and hood installation. \$83,565. Acted as Superintendent under Mohave JOC contract.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Gary Edwards	13. ROLE IN THIS CONTRACT Superintendent	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION *(City and State)*
SDB, Inc. Tempe, Arizona

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
OSHA 30 Certified, Southwest Safety Training Alliance (SSTA) Certified, CPR & First Aid, Fire Caulk Certified, Rigging Certified, Maricopa County Air Quality Department - 310 Dust Control Certification

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Condition Based Monitoring at Hassayampa Pumping Plant, Surprise, AZ		2012
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of new transformer monitoring equipment. \$192,702. Acted as Superintendent under Mohave JOC contract.		
CAP Transformer Protection Upgrades, Various locations in Arizona		2013
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of new transformer monitoring equipment. \$677,236. Acted as Superintendent under Mohave JOC contract.		
Globe USD No. 1 Mofford Stair replacement, Globe, AZ		2013
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. JOC Project. Installed (3) new exterior galvanized steel staircases with minor painting and masonry. \$77,804. Acted as Superintendent under Mohave JOC contract.		
Blackwater Community Schools Ph.I Underground Electrical, Coolidge, AZ		2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installed new underground electrical infrastructure for campus expansion. \$80,000. Acted as Superintendent under Mohave JOC contract.		
San Carlos Unified School District Ball Field Lighting, San Carlos, AZ		2011
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installed new underground electrical infrastructure for sports field lighting upgrades. \$314, 920. Acted as Superintendent under San Carlos Unified School District JOC contract.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Devaniel Denetsosie	13. ROLE IN THIS CONTRACT Superintendent	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Flagstaff Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30 Certified, CPR & First Aid, Journeyman Carpenter, OSHA training: Forklift, Scissor Lift, Boom Lift

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> NAU Cline Library Renovations, Flagstaff, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Renovation to the open media area, involving new electrical and data services throughout and renovation of the main lobby and study rooms. \$160,242. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check If project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> NAU Mountain View Dorm Major Maintenance, Flagstaff, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. The project was for general ADA compliance improvements. Included work in 138 dorm rooms throughout 4 wings and 5 floors, restroom and vanity upgrades. \$1,737,623. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check If project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> City of Flagstaff Cinder Lake Schultz Berm, Flagstaff, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2011
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. 1.5 mile flood control berm including dust control & Storm Water Pollution Prevention Program. 64,000 CY of earth was excavated, processed and compacted. \$750,547. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Girls Ranch Road Berm Stabilization, Flagstaff, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Reconstruction of a 9,170 cubic yard drainage control embankment. Project involved the reconditioning of existing embankment material and new import. \$267,515. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check If project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Pinal County San Manuel Hangar Repairs, San Manuel, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. - Removed and replace damaged hangar doors including repairs to roof and walls. \$7,531. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check If project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Luke O'Sullivan	13. ROLE IN THIS CONTRACT Superintendent	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 25

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Tempe, Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30 Certified, CPR & First Aid, Maricopa County Air Quality Department - 310 Dust Control Certification, Scaffold Certification, Rigging Certification, AGC Superintendent Certification, Class 1 Clean Room, Construction Management

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> CAP Transformer Protection Upgrades, Various locations in Arizona	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Installation of new transformer monitoring equipment. \$677,236. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> CAP Condition Based Monitoring, Surprise, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Installation of shaft monitoring equipment including communication infrastructure for ten (10) pumps. \$192,702. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Phoenix UHSD Walk-in Freezer, Phoenix, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Demolition, disposal and replacement of one cooler and two freezers inside existing Food Services warehouse. \$354,870. Acted as Superintendent under Mohave JOC contract.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Arizona Game and Fish Clay Target Center Pavillion, Phoenix, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2014
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Mechanical and electrical upgrades including HVAC, heat pumps and exhaust fans at the Ben Avery Shooting Range Clay Target Center. \$129,691. Acted as Superintendent.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> McDowell Mountain Park Restroom Remodel, Fort McDowell, AZ	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2014
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Electrical and mechanical upgrades, new roof and painting of restroom facility at McDowell Mountain Park. \$58,000. Acted as Superintendent.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Stuart Marks	13. ROLE IN THIS CONTRACT JOC Estimator	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Flagstaff Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA 30 Certified, CPR & First Aid.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i> NAU Cline Library Renovations, Flagstaff, AZ	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Renovation to the open media area, involving new electrical and data services throughout and renovation of the main lobby and study rooms. \$160,242. Acted as Estimator under Mohave JOC contract.	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013
		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i> NAU Mountain View Dorm Major Maintenance, Flagstaff, AZ	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. The project was for general ADA compliance improvements. Included work in 138 dorm rooms throughout 4 wings and 5 floors, restroom and vanity upgrades. \$1,737,623. Acted as Estimator under Mohave JOC contract.	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012
		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i> City of Flagstaff Cinder Lake Schultz Berm, Flagstaff, AZ	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. 1.5 mile flood control berm including dust control & Storm Water Pollution Prevention Program. 64,000 CY of earth was excavated, processed and compacted. \$750,547. Acted as Estimator under Mohave JOC contract.	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2011
		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Girls Ranch Road Berm Stabilization, Flagstaff, AZ	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. Reconstruction of a 9,170 cubic yard drainage control embankment. Project involved the reconditioning of existing embankment material and new import. \$267,515. Acted as Estimator under Mohave JOC contract.	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012
		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Pinal County San Manuel Hangar Repairs, San Manuel, AZ	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE JOC Project. - Removed and replace damaged hangar doors including repairs to roof and walls. \$7,531. Acted as Estimator under Mohave JOC contract.	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012
		<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME John Strahan	13. ROLE IN THIS CONTRACT JOC Estimator	14. YEARS EXPERIENCE	
		a. TOTAL 47	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION *(City and State)*

SDB, Inc. Tempe, Arizona

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

Bachelor of Science, Business Administration, Central Michigan University

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Construction/Civil Engineering Technology, Ferris State College
Construction Management Systems, CPM/Job Cost Management

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
NAU Mountain View Dorm Major Maintenance, Flagstaff, AZ		2012
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. The project was for general ADA compliance improvements. Included work in 138 dorm rooms throughout 4 wings and 5 floors, restroom and vanity upgrades. \$1,737,623. Acted as Estimator under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
CAP Transformer Protection Upgrades, Various locations in Arizona	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2013
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of new transformer monitoring equipment. \$677,236. Acted as Estimator under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
NAU Cline Library Renovations, Flagstaff, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2013
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Renovation to the open media area, involving new electrical and data services throughout and renovation of the main lobby and study rooms. \$160,242. Acted as Estimator under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Phoenix UHSD Walk-in Freezer, Phoenix, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2013
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Demolition, disposal and replacement of one cooler and two freezers inside existing Food Services warehouse. \$354,870. Acted as Estimator under Mohave JOC contract.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Yuma UHSD New Walk-in Freezer, Yuma, AZ	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2012
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
JOC Project. Installation of a new walk-in freezer into an existing School District Food Department main warehouse and distribution center. \$111,811. Acted as Estimator under Mohave JOC contract.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) CAP Condition Based Monitoring, Surprise, AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Central Arizona Project	b. POINT OF CONTACT NAME Telma Reyes	c. POINT OF CONTACT TELEPHONE NUMBER (623) 869-2435
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope:

Installation of shaft monitoring equipment including communication infrastructure for all ten (10) pumps at the Hassayampa Pumping Plant. This entailed installation of owner supplied equipment on three different locations of the pump shafts which extend vertically through floor Levels 2, 3 and 4 of the plant. SDB worked closely with plant managers, to meet scheduled outages and re-energizing of each pump so as not to interrupt the pumping needs of the CAP canal.

Size: (10) pumps

Cost: \$192,702

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Rosendin Electric, Inc.	Tempe, AZ	Subcontractor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION (City and State) Globe USD No. 1 Mofford Stair Replacement, Globe, AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Globe Unified School District	b. POINT OF CONTACT NAME Jennifer Kinnard	c. POINT OF CONTACT TELEPHONE NUMBER (928) 523-4669
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Scope:

Remove and dispose of three steel and concrete outdoor (3-story building) staircases in very bad shape. Furnished and installed new galvanized steel diamond plate staircases and handrails.

Safety was a great concern. SDB blocked all adjacent areas so students and faculty were not within work zones. The work was performed in phases so the buildings could continue regular operations with minimal disruption.

Size: (3) staircases

Cost: \$77,804

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Allred Metal Products	Phoenix, AZ	Subcontractor
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION (City and State) NAU Cline Library Renovations, Flagstaff AZ		22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i> 2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Northern Arizona University	b. POINT OF CONTACT NAME Carolyn Carr	c. POINT OF CONTACT TELEPHONE NUMBER (928) 523-4669
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope:

Preconstruction and construction management for design and construction renovations in NAU Cline Library. Renovations were performed in the main Lobby which involved the removal of the original reception desk area and conversion to a new student seating space. Construction of new study rooms that included lighting and HVAC upgrades, renovation of an old viewing room to a new state of the art digital media viewing room for one to four viewers per station. Main renovation occurred in the open media area (Mac Lab), involving new electrical and data services throughout. Renovation of a new large view room with a capacity of 50 persons. Extensive detailed millwork was performed in the lobby space and new entrances to new classroom on the second floor.

Safety was a great concern. SDB blocked all adjacent areas so students and faculty were not within work zones. The work was performed in phases so the buildings could continue regular operations with minimal disruption.

Size: 3,200 SF

Cost: \$160,242

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. Delta Diversified Enterprises	Prescott, AZ	Subcontractor
b. Ignace Brothers	Flagstaff, AZ	Subcontractor
c. Distinctive Woodworks	Flagstaff, AZ	Subcontractor
d. GK Painting	Flagstaff, AZ	Subcontractor
e. Intermountain Mechanical/Plumbing	Flagstaff, AZ	Subcontractor
f.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION (City and State) CAP Transformer Protection Upgrades, Various locations in AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Central Arizona Project	b. POINT OF CONTACT NAME Telma Reyes	c. POINT OF CONTACT TELEPHONE NUMBER (623) 869-2435
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope:

Installation of transformer oil monitoring equipment including fiber optic cabling to plant IDF Rooms at fourteen (14) CAP pumping plants. This entailed installation of owner supplied equipment, installation of valves and unitstrut for oil supply and return lines, connection to the plant grounding grid, trenching for underground electrical conduit and piping for stainless steel supply and return lines from each transformer to monitoring equipment. SDB worked in unison with the CAP project manager, plant managers and plant electricians to coordinate and meet outages and re-energizing of each transformer, with some working times as short as four hours to complete piping and wire terminations at transformers to minimize interruptions to pumping operations of the plant.

Size: (14) pumping plants

Cost: \$677,236

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. Concrete Masters	Phoenix AZ	Subcontractor
b. CEI Electrical Service	Phoenix AZ	Subcontractor
c. W. J. Maloney Plumbing Co.	Phoenix AZ	Subcontractor
d.		
e.		
f.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION (City and State) Glendale USD Food Department Walk-in Freezer, Glendale, AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i> 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Glendale Elementary School District	b. POINT OF CONTACT NAME Barbara Frank	c. POINT OF CONTACT TELEPHONE NUMBER (623) 237-6249
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope:

Provided preconstruction services, design & engineering consulting to furnish and install a new walk-in freezer into an existing and busy School District Food Department main warehouse & distribution center. The work involved City Fire Department as well as State Fire Department permits & inspections; existing outdoor freezer demo/disposal & concrete slab removal & disposal; new insulated concrete slab & outdoor freezer assembly and refrigeration system installation, electrical, fire protection, some plumbing work. New freezer was delivered with full commissioning/training including a 5 year warranty.

Size: (1) New Walk-In Freezer

Cost: \$185,358

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	American Fence	Phoenix, AZ	Subcontractor
b.	Arizona Verde Fire Protection	Phoenix, AZ	Subcontractor
c.	Complete Decon	Phoenix, AZ	Subcontractor
d.	Jokake Electric, Inc.	Phoenix, AZ	Subcontractor
e.	Rouser Concrete	Glendale, AZ	Subcontractor
f.	Southwest Roofing	Phoenix, AZ	Subcontractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION (City and State) NAU Mountain View Dorm Major Maintenance, Flagstaff, AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Northern Arizona University	b. POINT OF CONTACT NAME Joshua Spear	c. POINT OF CONTACT TELEPHONE NUMBER (928) 853-1617
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Scope:

Preconstruction and general contracting services for general ADA compliance improvements. Included was work in 138 dorm rooms throughout 4 wings and 5 floors, including restroom & vanity upgrades. The main laundry facility had major restoration also including ADA accommodations.

Size: (138) rooms

Cost: \$1,737,623

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Dickens Quality Demolition	Phoenix, AZ	Subcontractor
b. Exhibits Southwest	Tempe, AZ	Subcontractor
c. Goodman Contracting	Flagstaff, AZ	Subcontractor
d. Husky Painting	Flagstaff, AZ	Subcontractor
e. Ignace Brothers	Flagstaff, AZ	Subcontractor
f. Intermountain Mechanical/Plumbing	Flagstaff, AZ	Subcontractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 8
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21. TITLE AND LOCATION <i>(City and State)</i> Sunnyside USD Walk-in Freezer, Tucson, AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i> 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Sunnyside Unified School District	b. POINT OF CONTACT NAME John Oakley	c. POINT OF CONTACT TELEPHONE NUMBER (520) 232-2728
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope:

Installation of walk-in freezer at the Food Department warehouse-distribution center. Provided drafting, constructability and design preconstruction services. Work included City, Fire Department, local and State permits and inspections. Removed existing warehouse concrete floor, assembled new freezer, installed refrigeration system, electrical, fire protection and plumbing work.

Size: (1) New Walk-In Freezer

Cost: \$70,710

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Arizona Restaurant Supply	(2) FIRM LOCATION <i>(City and State)</i> Tucson, AZ	(3) ROLE Subcontractor
b.	(1) FIRM NAME Rouser Concrete	(2) FIRM LOCATION <i>(City and State)</i> Glendale AZ	(3) ROLE Subcontractor
c.	(1) FIRM NAME Jokake Electric, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Phoenix, AZ	(3) ROLE Subcontractor
d.	(1) FIRM NAME Kazal Fire Protection	(2) FIRM LOCATION <i>(City and State)</i> Tucson, AZ	(3) ROLE Subcontractor
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION (City and State) Yuma UHSD New Walk-in Freezer, Yuma ,AZ	22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (if applicable) 2012	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Yuma Union High School District	b. POINT OF CONTACT NAME Charlene Story	c. POINT OF CONTACT TELEPHONE NUMBER (928) 502-4770
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Scope:

Installation of a new walk-in freezer into an existing School District Food Department main warehouse and distribution center. Work involved procuring City and Fire Department local permits. Site work included existing warehouse concrete floor removal and disposal, new freezer assembly and refrigeration system installation, electrical and plumbing work. The new freezer was delivered with full commissioning/training and included a five year warranty.

Size: (1) New Walk-In Freezer

Cost: \$111,811

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Arizona Restaurant Supply	(2) FIRM LOCATION (City and State) Tucson, AZ	(3) ROLE Subcontractor
b. (1) FIRM NAME Evans Custom Concrete	(2) FIRM LOCATION (City and State) Tucson, AZ	(3) ROLE Subcontractor
c. (1) FIRM NAME Jokake Electric, Inc.	(2) FIRM LOCATION (City and State) Phoenix, AZ	(3) ROLE Subcontractor
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION (City and State) City of Flagstaff Cinder Lake Schultz Berm, Flagstaff ,AZ	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i> 2011

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Flagstaff	b. POINT OF CONTACT NAME Matthew Morales	c. POINT OF CONTACT TELEPHONE NUMBER (928) 527-9843
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Scope:

Construction of a 1.5 mile flood control berm (40' wide at its base, 14' wide at its crest, 12' in height (2' below finish grade). 64,000 cubic yards of earth were excavated, processed and compacted in 2' engineered lifts in 22 days of actual construction. Dust control and Storm Water Pollution Prevention Program were executed and monitored throughout the construction phase.

Size: 64,000 Cubic Yards

Cost: \$750,547

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Haydon Building Corporation	(2) FIRM LOCATION <i>(City and State)</i> Phoenix, AZ	(3) ROLE Subcontractor
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Tab Barth	Projects Director	X	X		X	X			X	X	
Chris Baruso	Project Manager	X		X		X		X			X
Sal Encinas	Project Manager		X		X		X		X	X	
Michael Atkin	Project Manager			X				X			X
Rick Nealy	Superintendent				X		X		X	X	
Gary Edwards	Superintendent	X	X			X					
Devaniel Denetsosie	Superintendent			X				X			X
Luke O'Sullivan	Superintendent	X			X	X					
Stuart Marks	JOC Estimator			X				X			X
John Strahan	JOC Estimator			X	X	X	X	X		X	X
David Dopp	Safety & QA/QC Director	X	X	X	X	X	X	X	X	X	X
Ayoka Chatman	Project Engineer	X	X	X	X	X	X	X	X	X	X

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	CAP Condition Based Monitoring	6	Glendale USD Food Department Walk-in Freezer
2	Globe USD No. 1 Mofford Stair Replacement	7	NAU Mountain View Dorm Major Maintenance
3	NAU Cline Library Renovations	8	Sunnyside USD Walk-in Freezer
4	Phoenix UHSD Walk-in Freezer	9	Yuma UHSD New Walk-in Freezer
5	CAP Transformer Protection Upgrades	10	City of Flagstaff Cinder Lake Schultz Berm

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

No additional information requested.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

05/14/2014

33. NAME AND TITLE

Brian Bohnsack, Vice President and C.O.O.

TAB 2: STATEMENT OF QUALIFICATIONS*g. Consultants and Subcontractors*

- *PROVIDE THE NAMES AND LOCATIONS OF CONSULTANTS AND SUBCONTRACTORS YOU PLAN TO USE, IF ANY.*
Our network of subcontractors expands across the State of Arizona. We have a base of prequalified subcontractors that we use for the Phoenix/Tucson Metropolitan areas and also in Northern Arizona. We are able to cover a lot of ground with our resource of subcontractors. Listed below are the subcontractors that we use statewide. When necessary, if a job location is more remote than our resources provide we will recruit local subcontractors through a Job Fair hosted by SDB. The Job Fairs are held in a central location to the project proximity. Local advertising media is used to promote the Job Fair and outreach to local suppliers and subcontractors.

- *LIST OR DESCRIBE THE SERVICES TO BE PROVIDED BY EACH.*

PHOENIX/TUCSON SUBCONTRACTORS

SUBCONTRACTOR	SERVICES PROVIDED
SPS+ Architects	Architect/Engineering
Archicon	Architect/Engineering
Complete Decon	Demolition
Dickens Quality Demolition	Demolition
Flooring Demo	Demolition
Markham Contracting	Excavation & Grading
Ricor Earthwork and Asphalt Paving	Excavation & Grading
C-70 Contractors	Excavation & Grading
Adams Fence	Fencing
American Fence	Fencing
Associated Fence of Glendale	Fencing
AAA Landscape & Lawn Service	Landscaping
Valley Crest	Landscaping
ISS Grounds Control	Landscaping
Camelback Concrete	Concrete
Concrete Masters, Inc.	Concrete
Rouser Concrete	Concrete
Evans Custom Concrete	Concrete
Sunset Fence	Masonry
Arizona Historic Masonry	Masonry
Sun Valley Masonry	Masonry
Allen & Pinckard	Structural/Misc. Steel
Allred Metal Products	Structural/Misc. Steel
Hi-Tech Fabrications	Structural/Misc. Steel
Western Millwork, Inc.	Millwork
Stradlings Inc.	Millwork
Architectural Millwork Design, Inc.	Millwork
Design Drywall	Metal Stud Framing & Drywall
NKW, inc.	Metal Stud Framing & Drywall
Perez Construction (SBE - MBE)	Metal Stud Framing & Drywall
Simplex/Grinnell	Fire Suppression & Alarms

TAB 2: STATEMENT OF QUALIFICATIONS*g. Consultants and Subcontractors***PHOENIX/TUCSON SUBCONTRACTORS (CONT.)**

SUBCONTRACTOR	SERVICES PROVIDED
Sun Devil Fire	Fire Suppression & Alarms
Copperstate Technologies	Fire Suppression & Alarms
Arizona Verde Fire Protection	Fire Sprinkler
Kazal Fire Protection	Fire Sprinkler
Western States Fire Protection	Fire Sprinkler
Source Flooring Consultants, Inc.	Flooring
State Tile Flooring	Flooring
Image Flooring	Flooring
ABC Glass Company inc.	Glazing
Carlson Glass	Glazing
Sierra Glass	Glazing
T-P Acoustics	Acoustic Ceiling
Skinner Interior Systems,inc.	Acoustic Ceiling
Ace Acoustics (MBE)	Acoustic Ceiling
Banker Insulation Company	Insulation
Gale Insulation	Insulation
King Insulation	Insulation
Arizona Professional Painting (WBE)	Painting
Davidson-Bohannon Painting	Painting
Danny White Painting	Painting
Canyon Plastering	Stucco
Mirage Plastering	Stucco
Vintage Plastering	Stucco
Progressive Roofing	Roofing
Southwest Roofing	Roofing
Starkweather Roofing	Roofing
Arizona Restaurant Supply	Restaurant Equipment
Standard Restaurant Supply	Restaurant Equipment
Coppertree Mechanical	HVAC
Ducts, Inc.	HVAC
Harder Mechanical	HVAC, Plumbing
Tri-City Mechancial	HVAC, Plumbing
Irontree Plumbing	Plumbing
WJ Maloney Plumbing Co.	Plumbing
Sturgeon Electrical	Electrical, Data/Telecom
CEI Electrical Services	Electrical, Data/Telecom
Corbins Electric	Electrical, Data/Telecom

TAB 2: STATEMENT OF QUALIFICATIONS*g. Consultants and Subcontractors***PHOENIX/TUCSON SUBCONTRACTORS (CONT.)**

SUBCONTRACTOR	SERVICES PROVIDED
Delta Diversified	Electrical, Data/Telecom
Jokake Electric, Inc.	Electrical, Data/Telecom
Rosendin Electric	Electrical, Data/Telecom

NORTHERN ARIZONA SUBCONTRACTORS

SUBCONTRACTOR	SERVICES PROVIDED
C & E Paving	Excavation, Grading & Paving
RTR Paving	Excavation & Grading
Adams Trenching, Inc.	Trench, Site Work
Morning Dew Landscaping	Landscaping
Arizona Seamless Gutters Inc.	Rain Gutters
4M Concrete Inc.	Concrete, Cement & Ready-Mix
Aspen Concrete, Inc.	Concrete, Cement & Ready-Mix
Shafor Concrete, Inc.	Concrete, Cement & Ready-Mix
Brennan Masonry, Inc.	Masonry
Red Rock Masonry	Masonry
Buffalo Fence & Barn Company, Inc.	Ornamental Iron
Boyer Metal Company, Inc.	Sheet Metal
Dollar Construction, Inc.	Wood Framing
Distinctive Woodworks	Millwork
Harry Smith Drywall	Metal Stud Framing & Drywall
Ignace Brothers Drywall, Inc.	Metal Stud Framing & Drywall
Northern Drywall, Inc.	Metal Stud Framing & Drywall
Banker Insulation & Fireplaces	Insulation & Fireplaces
Star Roofing	Roofing
Western Truss	Roofing
East Flag Upholstery & Carpet, Inc.	Flooring
Highlands Flooring	Flooring
Rick Florida Painting LLC	Painting
S.M. Painting	Painting
BZ Painting	Painting
Husky Painting	Painting
GK Painting	Painting
Exhibits Southwest	Displays
The Glass Company	Glazing
Crowther Plumbing	Plumbing
Intermountain Mechanical Plumbing, Inc.	HVAC / Plumbing
CRC, Inc.	HVAC

TAB 2: STATEMENT OF QUALIFICATIONS

g. Consultants and Subcontractors

NORTHERN ARIZONA SUBCONTRACTORS (CONT.)

SUBCONTRACTOR	SERVICES PROVIDED
Cruise Mechanical Company Inc.	HVAC
Aspen Alarm Systems	Fire Suppression & Alarms
AEC Electric	Electrical
All Phase Electric Company, Inc.	Electrical
Goodman Contracting	Electrical
Multer Electric, Inc.	Electrical
Northland Electric Co., Inc.	Electrical
Patton Electric	Electrical

PROVIDE A STATEMENT OF YOUR SUBCONTRACTORS' EXPERIENCE PROVIDING THE SERVICES, PARTICULARLY IN A JOC SETTING.

Because SDB has been performing commercial, industrial and municipal construction contracts since 1980, we have a history of working with a variety of subcontractors and specialists. SDB maintains at least 3 to 5 subcontractors per trade specialty that understand the nature of JOC work and are successful because of their performance and quality of work. These subcontractors have been in business from 5-35 years. With the use of our Subcontractor Selection Plan the project receives the benefit of sharing the knowledge of the local building conditions and specialty trades. The resources gathered by the JOC team will benefit the project by enhancing performance, streamlining schedules and reducing the task of procuring materials and work force. All team members will benefit from each others specializations, skills sets and systems that allow for quality control and accountability. Time and risk factors will be greatly reduced by having SDB manage subcontractor selection. Our clients will be able to focus their concentration on other project needs as SDB handles the subcontractor selection process.

SUBCONTRACTOR SELECTION PLAN:

Subcontractor selection will be determined based on qualification or a combination of qualification and pricing and not based on pricing alone. Our subcontractor selection plan conforms with ARS Title 34 requirements.



Note: Confidential Financial
Information Removed



535 E. McKellips Rd
Suite 129
Mesa, AZ 85203-2566

March 5, 2014

Phone: 480-968-0100
Fax: 480-968-4043
1-800-641-2663
www.cbondinc.com

Re: SDB, Inc.

To Whom It May Concern:

It is my understanding you are considering using **SDB, Inc.** as a potential contractor for your future projects. Please be advised that we have done business with this fine company for many years, and during that time have found them to be both an excellent contractor as well as a firm exhibiting a high degree of integrity in all of their dealings. **SDB, Inc.** has a single bond line of \$15,000,000 with an aggregate of \$50,000,000. This should not be construed as the maximum their surety would approve, but has satisfied their needs in the past.

Should you require that **SDB, Inc.** furnish performance and payment bonds, please be advised that we know of no reason we would not be in a position to provide bonds when requested to do so by our excellent contractor. This is, of course, subject to a review of the contract terms, acceptable financing, and any underwriting items needed at the time of the request.

SDB, Inc. is a valued client of CBI Bonding, Inc. and Safeco Insurance Company of America, an "A" rated company by *A. M. Best*. Should you have any questions or require further information, please do not hesitate to contact the undersigned.

Regards,

A handwritten signature in cursive script that reads "Barry R. Farr".

Barry R. Farr, President
CBI Bonding, Inc.
BRF/st

TAB 2: STATEMENT OF QUALIFICATIONS

i. Insurance

- PROVIDE A CERTIFICATE OF INSURANCE INDICATING THAT YOUR FIRM POSSESSES THE REQUIRED INSURANCE COVERAGE AS SPECIFIED IN THE GENERAL TERMS AND CONDITIONS. THE ACORD 25 FORM IS THE PREFERRED CERTIFICATE, BUT NOT THE REQUIRED FORM OF CERTIFICATE.

See sample Insurance Certificate on the following page.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2014

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

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

PRODUCER Minard-Ames Insurance Services LLC 4646 E Van Buren Ste., #200 Phoenix AZ 85008	CONTACT NAME: Patty Dominguez PHONE (A/C, No, Ext): 602-393-3586 E-MAIL ADDRESS: pdominguez@minardames.com	FAX (A/C, No): 602-273-0212
	INSURER(S) AFFORDING COVERAGE	
INSURED SDB, Inc. 810 W. First Street Tempe AZ 85281	INSURER A: Old Republic Insurance Co.	
	INSURER B: Great American Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

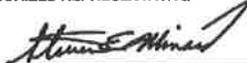
COVERAGES **CERTIFICATE NUMBER:** 1767569151 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY301144	4/1/2014	4/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MWTB301145	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		TUU357931714	4/1/2014	4/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC30114300	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate Holder and Owner (if applicable) are defined as additional insured on the general, auto and excess/umbrella liability if required in a written contract. General and Auto Liability coverage is primary and non-contributory in accordance with all policy terms and conditions, if required in a written contract. Waiver of subrogation applies in favor of the certificate holder on the general and auto liability and employers liability/workers compensation if required in a written contract and/or agreement. Per attached forms: CG2010 04/13; CG2037 04/13; PCA035 04/06; PGL081 04/11; CG2404 05/09; PCA044 04/06; WC000313; CG2503 05/09.
 Any and All Projects; Additional insured: Mohave Education Services Cooperative, Inc

CERTIFICATE HOLDER Mohave Education Services Cooperative, Inc 625 E Beale St Kingman AZ 86401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

TAB 2: STATEMENT OF QUALIFICATIONS

j. Past Performance

• PROVIDE A STATEMENT OF YOUR EXPERIENCE PROVIDING GENERAL CONTRACTING OR SPECIALTY CONTRACTING, PARTICULARLY IN A JOC SETTING. INDICATE IF YOU WERE THE PRIMARY OR SUBCONTRACTOR FOR THE PROJECT.

SDB was one of the first Arizona JOC contractors selected back in 2001 when the JOC program was first introduced. Our list below shows the diversity of our JOC experience where SDB is the primary contractor. We have worked in schools, universities, hospitals, cities, and counties with a history of success that our references will attest to.



In managing the JOC contract our first step is to conduct a programming session with all participants involved in the construction process. The purpose of this session is to outline the goals and expectations and strategy of the JOC process.

• PROVIDE A LIST OF YOUR JOC CONTRACTS. INCLUDE DATE OF CONTRACT, CONTRACTING AGENCY, AGENCY CONTACT INFORMATION, AND VALUE OF CONTRACT FOR EACH CONTRACT IN THE LIST.

AGENCY / CONTACT INFO	DATE OF CONTRACT	TOTAL VALUE
Arizona Game and Fish Department Fred Bloom (623) 236-7476	2014-2015	No Limit
Avondale Elementary School District Robert Jacobson (623) 772-5071	2009-2014	No Limit
Cartwright Elementary School District Larry Maloney (623) 691-3991	2008-2016	\$550K
City of Chandler Bob Fortier (480) 782-3591	2002-2017	\$5M/yr
City of Phoenix Francisco Padilla (602) 262-6652	2009-2014	\$10M
Coconino County Mike Savoy (928) 679-8309	2013-2014	\$5M/yr
Maricopa County Parks and Recreation Roxana Rojo (602) 506-8675	2010-2015	\$3M/yr
Maricopa Integrated Health System (MIHS) Dale Owens (602) 344-5254	2007-2016	\$3M/yr
Mohave Educational Services Cooperative Julia Tribbett (928) 753-6945	2009-2014	No Limit
San Carlos Unified School District Bill Pittenger (480) 991-0800	2009-2014	No Limit
State of Arizona/Gordian Jo Medelman (602) 317-1433	2011-2016	No Limit
Tempe Union High School District Mike Hilgers (480) 345-3794	2013-2014	\$1M/yr
Town of Gilbert David Munoz (480) 503-6845	2012-2017	\$500K/yr

TAB 2: STATEMENT OF QUALIFICATIONS*J. Past Performance*

- *DESCRIBE YOUR EXPERIENCE IN PRICING PROJECTS USING A UPB AND A COEFFICIENT, AN OPEN BOOK PRICING METHODOLOGY, AND/OR TRA-SER.*

Under our current Mohave contract, SDB has priced over 115+ projects using a combination of these pricing methods. Below are some specific project examples:

Mohave Projects proposed using the Unit Price Book Method and Coefficient:

- Maricopa Association of Governments - Catering Services Room
- Maricopa Association of Governments - 3rd Floor Tenant Improvement
- Central Arizona Project - Building 2 and Hangar Glazing
- Maricopa Elementary School - Special Education Classroom TI
- Queen Creek Unified School District - Courtyard Lighting

Mohave Projects proposed using the Open Book Method:

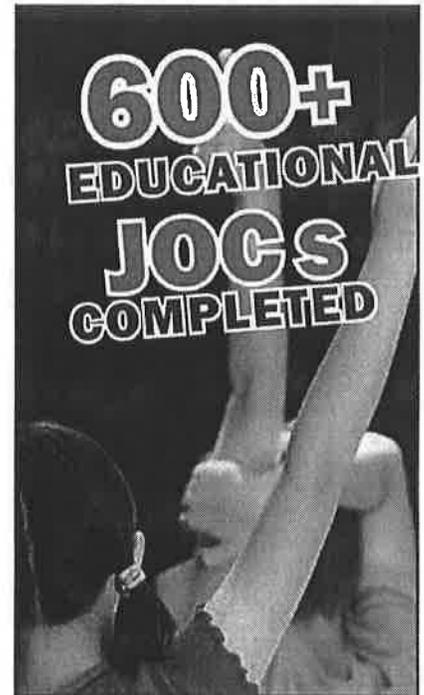
- Central Arizona Project - Transformer Protection Project
- Valley Metro - Rail Fencing
- Northern Arizona University - Challenge Course
- Pinal County Public Works - San Manuel Airport
- Maricopa Unified School District - Miscellaneous Tenant Improvements

- *PROVIDE A DESCRIPTION OF YOUR EXPERIENCE WORKING ON SCHOOL DISTRICT OR OTHER GOVERNMENTAL PROJECTS*

SDB has been performing work in active educational facilities since 1992. Our portfolio of work in educational facilities spans across all types including: Elementary, Middle and High Schools, as well as Higher Education campuses.

Performing construction work at school sites requires a high level of sensitivity to the active facility and the utmost consideration towards safety and minimizing interruption to the school environment including students, teachers and facility operations. SDB enforces a strict company policy of safety and security, performing background checks and fingerprinting as per A.R.S. Section 15-512H.

SDB has extensive municipal and county JOC project experience as well. We can easily work in any governmental facility or building to support a wide variety of projects.



- *WORKING ON MULTIPLE PROJECTS SIMULTANEOUSLY, AND WORKING THROUGHOUT THE STATE*

SDB has a 34 year track record of managing multiple projects in multiple locations. We have a proven history of successfully managing over 3,500 projects per year. We have 3 Arizona offices in Tempe, Flagstaff and Tucson to facilitate JOC projects throughout the state.

TAB 2: STATEMENT OF QUALIFICATIONS*J. Past Performance*

INCLUDE ANY SPECIALIZED PROJECTS, SUCH AS AIRPORTS, THAT REQUIRE PROVEN EXPERIENCE, TRAINING, KNOWLEDGE, AND/OR CERTIFICATIONS. SDB has a diverse resume of Healthcare, Data Center, High Tech, Water/Wastewater and Aviation facility projects. Specifically, SDB has performed over 180 projects at airport facilities throughout the Southwest. To-date SDB has contracted over \$16.5 million dollars worth of airport construction and renovation projects that include:



- **Executive Passenger Lounge Remodel**
- **Baggage Scanner Installations**
- **Explosive Detection System Installations**
- **Check-in Counter Installations**
- **Terminal Retail Improvements**
- **Airport Personnel Break Room Remodels**
- **Terminal Public Rest Room Remodels**
- **Scaffold System Construction**
- **Baggage Conveyor Systems**
- **Passenger Screening Cubicles**
- **Equipment Relocation**

SDB understands the nature of performing contracting work in an active public and high security operational facility. All of our airport facility staff, including subcontractors, must be properly badged and have high security clearance to be on-site performing work.

PROVIDE A STATEMENT OF YOUR HISTORY FOR SUBMITTING CLAIMS AND CHANGE ORDERS. PROVIDE SPECIFIC INFORMATION, E.G. TYPE OF CLAIM, DATE, REASON, AMOUNT, AND OUTCOME.

SDB makes every effort to do the work correctly the first time. We are a service oriented general contractor and our aim is to perform to our client's satisfaction. If any claims or disputes arise, our approach is to resolve them through internal arbitration. We will qualify the disputes by backtracking and reviewing the processes that were followed leading up to the dispute. Remedies to resolve the disputes will be addressed and be held accountable by the parties involved.

Not all change orders equate to additional cost. There are times that the change in scope reduces the contract value and money is given back to the customer. If change orders do occur they usually fall into one of two categories:

1. The customer requests a change in scope
2. Identification of unknown conditions discovered during the construction process

SDB will provide a detailed unit price proposal per an agreed upon revised scope. The work will be performed only when approved by both Mohave and the Mohave Member.

SDB has zero claims against us, nor have we submitted any claims with our clients in the past (5) years.

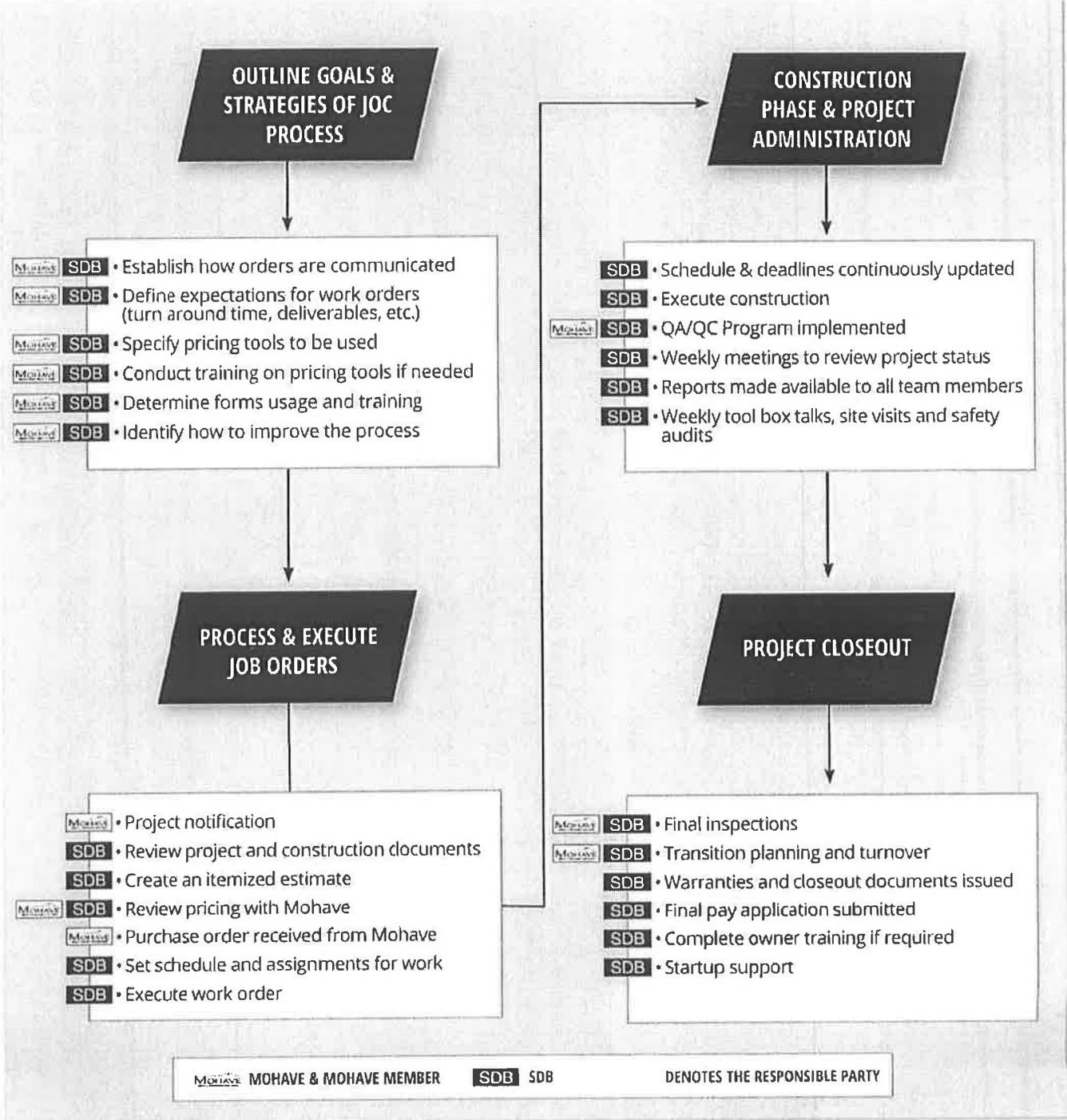
TAB 2: STATEMENT OF QUALIFICATIONS

k. Contract Management Plan

PROVIDE A STATEMENT OF YOUR PLAN FOR PERFORMING AND MANAGING THE WORK.

Our JOC experience has afforded us the knowledge to assemble a streamlined system for executing JOC projects. The flowchart below illustrates the processes we use for managing job orders and the steps taken to implement and execute construction. These processes have been refined over the years and have proven to be successful for our contract partners.

JOC PROCESS FLOW CHART



TAB 2: STATEMENT OF QUALIFICATIONS

k. Contract Management Plan

• *WHAT PERSONNEL WILL BE USED?*

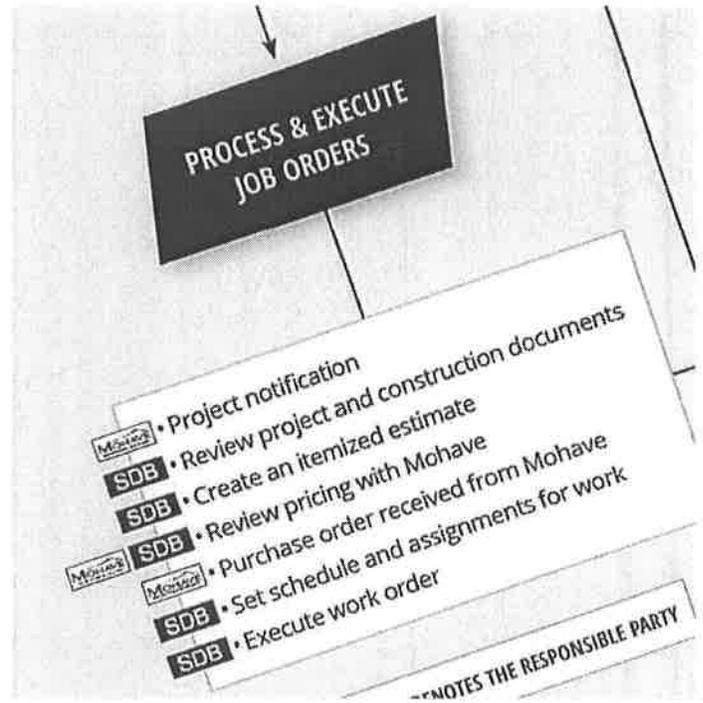
The personnel assigned for this JOC have extensive experience performing JOC projects including projects that were performed for school districts, municipalities and counties throughout the State of Arizona. SDB has worked with school districts for over 22 years and is highly experienced and knowledgeable in this area. We have allocated our best Project Managers and Superintendents (resumes attached in this section) and under the guidance of our Projects Director, Tab Barth, our personnel will perform your JOC projects with proficiency, professionalism and the utmost concern for safety in school environments.

• *DOES YOUR FIRM CURRENTLY USE COSTWORKS, TRA-SER, OR ANY OTHER ESTIMATING SOFTWARE BASED ON RSMEANS UPBS. IF NOT, HOW WILL YOU PREPARE JOC COST QUOTATIONS AND INVOICES?*

SDB currently uses RSMeans Costworks to prepare JOC cost estimates or budgets.

• *HOW DO YOU PLAN TO ENSURE PROMPT RESPONSES TO JOC REQUESTS?*

The process flow used on our JOC programs is to meet either in person or by telephone on an "on call" basis when we receive the new job order requests. Most job orders can be priced within a couple of days, provided there is enough detail from the documents. If there is not sufficient detail from the documents a jobsite visit is conducted. If we find that we are not able to process the orders within a week due to a high volume of orders, we simply add another individual to the team. We are highly experienced in JOC processing and we are confident and flexible to work in whichever protocol Mohave Members prefer. SDB feels that one of the many benefits to the owner for a JOC program is our ability to get quick responses on pricing. We are committed to that and will do what it takes to adhere to the quick turnarounds.



• *WHAT IS YOUR PLAN FOR RESPONDING TO AND PERFORMING MULTIPLE JOC ORDERS AT THE SAME TIME?*

With over 34 years of facilities work, and having performed over 3,500 job orders per year for the past five years, SDB has the experience handling multiple construction projects performed at the same time at different locations. Our Project Managers use MS Project to schedule projects and coordinate the available work force. When new work orders are received a Project Manager is assigned and responds to the job order by referencing his master schedule and aligning a project superintendent with the proper workforce of subcontractors to perform the job. SDB has vast resources that include project management, scheduling systems and a resource of subcontractors that are able to respond to multiple job orders at the same time across the State of Arizona.

TAB 2: STATEMENT OF QUALIFICATIONS*k. Contract Management Plan**WHAT LIMITATIONS WILL YOU HAVE GEOGRAPHICALLY OR IN THE NUMBER OF SIMULTANEOUS JOC ORDERS?*

SDB has three office locations in the State of Arizona that will service the Mohave JOC members. We have been performing JOC projects from these offices under our existing Mohave contract for the past five years without any geographic limitations.

We do not foresee any limitations on geography or number of simultaneous job orders. SDB has been performing over 3,500 job orders per year for the past five years. In our busiest year we performed over 8,000 job orders across the State of Arizona with limited challenges.



**SDB HAS OFFICES IN
TEMPE, TUCSON AND FLAGSTAFF**

PROVIDE OTHER PERTINENT INFORMATION THAT WILL HELP MOHAVE EVALUATE YOUR FIRM AND ITS CAPABILITIES.

The most important statement that we can make to help Mohave evaluate SDB's capabilities for this JOC contract is that we have been previously qualified and selected by Mohave and continue to work as one of your preferred JOC General Contractors. This is an honor that we take pride in noting.

To back up our credentials, SDB has a large portfolio of JOC projects with a variety of customers that make us unique. Our firm started out as a facility contractor in 1980 and continues to do what we do best. Traditionally most general contractors have focused on big projects and never showed much interest in smaller facility projects. SDB has embraced this niche in the construction industry since the company's inception and is now know as a leader in facility and Job Order Contracting.

Listed below is other pertinent information to help Mohave evaluate our capability:

SDB'S JOC CAPABILITIES:

- **An exceptional .47 EMR Safety rating**
- **2,000+ JOC projects completed including 600+ Educational projects**
- **A dedicated staff with JOC experience**
- **A proven system for managing job order tasks**
- **The ability to work multiple projects at multiple locations at the same time**
- **Has served over 40 JOC contracts since 2001**
- **Optional self performance capabilities which can help save time and money**
- **Multiple offices throughout Arizona**
- **Reduced learning curve with our current contract (09D-SDB-0902)**

TAB 2: STATEMENT OF QUALIFICATIONS

I. Quality Management Plan

HOW DO YOU SET GOALS AND MONITOR THE PERFORMANCE OF YOUR COMPANY?

SDB wants to be the best JOC contractor and we strive to go that extra step. We continually track performance in a number of ways. We send out surveys to our customers who choose to participate on an annual basis to evaluate performance. This feedback is used as a tool to improve our contracting performance. Also, every SDB employee sets yearly goals with their supervisor and the SDB management gives annual reviews and feedback to monitor their progress.

SAMPLE CUSTOMER SURVEY

Performance Criteria	Q1	Q2	Q3	Q4	AVERAGE
Adequacy of safety	1	2	3	4	0
Understanding of your needs	1	2	3	4	0

HOW DO YOU INSPECT THE WORK TO ENSURE QUALITY?

We make every effort to do the work right the first time. As projects are proceeding, SDB Superintendents check all work being performed and make sure everything is being done right from the start. If they find something is not right or up to our standards they will correct it on the spot or make the subcontractor correct it noting the correction or deficiency in the weekly logs. The SDB Project Manager also performs inspections, and when the job is near or at completion both the Superintendent and Project Manager review the project. Then we have the customer and/or the design professional review the project to make sure it meets with their approval. If necessary, a punchlist of items that need repair or improvement is created and ultimately a final-walk through is scheduled with the owner or inspectors to verify the project remedies. All of these "check point" procedures are entered and reported into the Construction Management System.

HOW DO YOU STAY ON SCHEDULE?

Our scheduling systems are designed to keep everyone up-to-date on the project schedule and to provide accountability for tasks and materials that are being tracked. At the beginning of each project, SDB conducts a planning session where we define specific project goals with consideration to scheduling, budgets, quality control and safety. A Master Project Schedule is created outlining all phases of construction and project delivery dates. Once the project moves forward and into the field, SDB's Superintendents create a "rolling three-week schedule" which identifies in detail the project activities for the past week and the following two weeks. This schedule is created based on input from the subcontractor workforce on-site. Any factors that affect construction are identified. The rolling three-week schedules are discussed at the weekly subcontractors and owners meetings on-site and incorporated into the Master Project Schedule at the end of every month.

SDB also utilizes procurement, submittal and RFI logs to track job activities. By identifying, and tracking critical components of the project, delays can be greatly reduced, or at least identified and solutions can be discussed and implemented. The procurement and submittal logs indicate each component of construction and provide the means to track construction materials and equipment from submittal approval to the materials or equipment arriving on-site.

TAB 2: STATEMENT OF QUALIFICATIONS

1. Quality Management Plan

WHAT IS YOUR COMPLAINT AND DISPUTE RESOLUTION PROCEDURE?

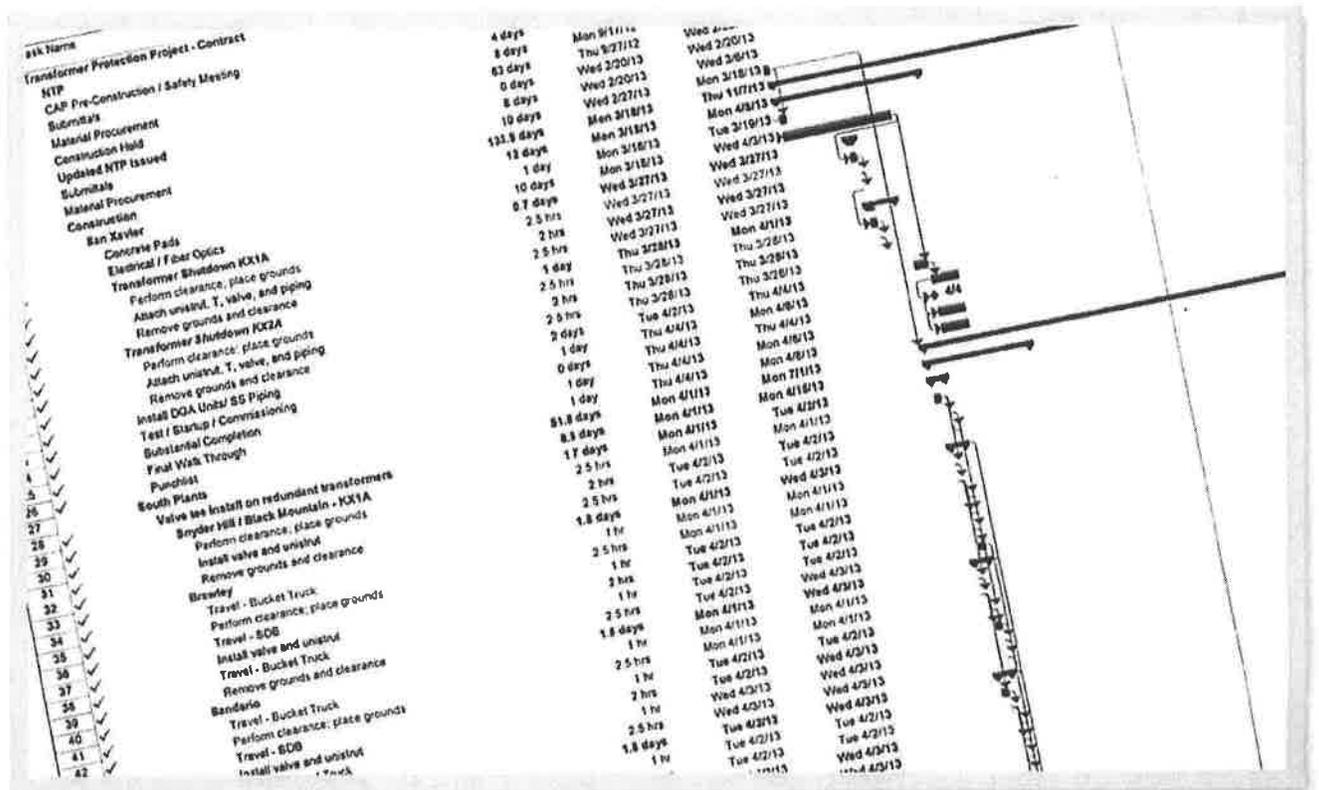
We are a service oriented general contractor and our aim is to perform to our client's satisfaction. If any disputes arise our approach is to resolve them through internal arbitration. We will qualify the disputes by backtracking and reviewing the processes that were followed leading up to the dispute. Remedies to resolve the disputes will be addressed and be held accountable by the parties involved.

When issues arise that cause a project to incur unanticipated costs or schedule overruns and the Contractor is in control of those factors it is incumbent on the Contractor to establish who, what, when, and why. All that can be asked of a true partnership is that the partners look at the data, assess all of the information and fairly and without prejudice remedy the situation.

PROVIDE OTHER PERTINENT INFORMATION THAT WILL HELP MOHAVE EVALUATE YOUR FIRM AND ITS CAPABILITIES.

SDB's Construction Management System (CMS) ensures a concise, coordinated, easily managed process for performing construction services and status reporting. The CMS system identifies all necessary activities throughout all phases of construction, along with how those activities will be carried out and how they will be coordinated among the team members. The Project Manager keeps a master schedule of all tasks and phases to monitor progress. We also have weekly project meetings with all parties (Members, Staff, Subcontractors, etc.) to discuss any issues that may arise and adjust the schedule accordingly.

EXAMPLE SCHEDULE FROM PREVIOUS MOHAVE PROJECT



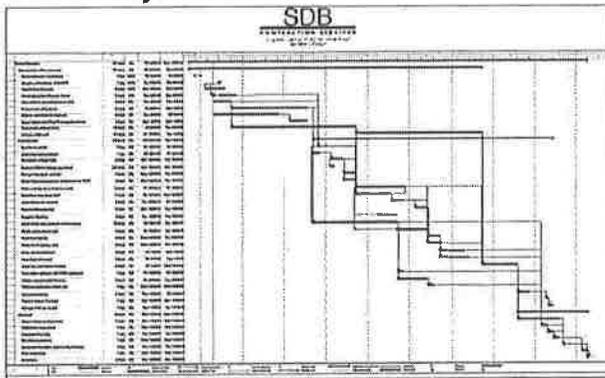
TAB 2: STATEMENT OF QUALIFICATIONS

I. Quality Management Plan

SDB's management plan for working on JOCs is derived from the philosophy that communication and accountability are paramount to performing and delivering a successful project. From owners to architects to contractors and subcontractors, everyone needs to commit to being accountable as well as openly and proactively communicating.

SDB will consult with the Owner during all phases of the project. We will make suggestions on building systems and material requirements, review drawings and specifications for potential options, cost savings, constructability, quality, long-lead items and scheduling issues. SDB will work in tandem with the Owner to review the project status, consult on design plans, assist with budgets and construction costs and have reports available during all design phases of construction and preconstruction. Some sample reports are shown below.

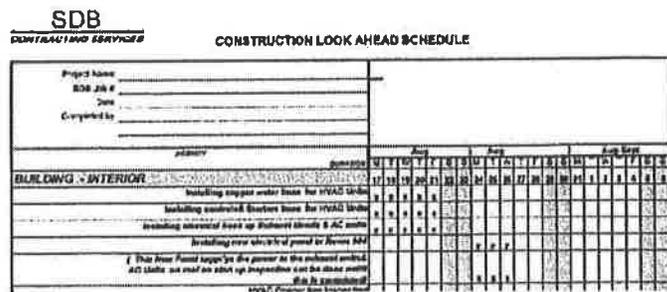
SAMPLE PROJECT SCHEDULE



PROJECT DAILY REPORT

The form is titled "PROJECT DAILY REPORT". It includes fields for "Project Name", "Date", and "Reported By". Below these are three columns for recording activities: "Contractor", "Subcontractor", and "Inspection". Each column has a table with "Description" and "Time" rows. There are also sections for "Weather/Climate/Environmental Data" and "Risk and Safety Concerns".

THREE WEEK LOOK AHEAD SCHEDULE



WEEKLY MEETING MINUTES

The form is titled "SDB Meeting Minutes". It includes fields for "Date", "Location", and "Meeting Title". Below is a table with columns for "Item", "Action", "Responsible", and "Status". There is also a section for "Notes" and "Action Items".

JOB HAZARD ANALYSIS

The form is titled "SDB Job Hazard Analysis". It includes fields for "Project Name", "Job Number", and "Date". Below is a table with columns for "Hazard", "Risk", "Control Measures", and "Responsible". There is also a section for "Notes".

RISK ANALYSIS

The form is titled "RISK ANALYSIS". It includes a table with columns for "Risk", "Impact", "Likelihood", and "Mitigation". There is also a section for "Notes".

EHB PRE-WORK CHECKLIST

The form is titled "EHB PRE-WORK CHECKLIST". It includes a list of items to be checked, such as "Safety Meeting", "Job Site Inspection", and "Permit Review". There is also a section for "Notes".

TAB 2: STATEMENT OF QUALIFICATIONS*m. Subcontractor Management Plan*

- *PROVIDE A STATEMENT OF YOUR PLAN FOR MANAGING SUBCONTRACTORS.*

SDB's approach to subcontractor management may best be described as providing the appropriate dynamics through teamwork, communication, direction and control, and to deliver each project within the time and framework of cost desired by the customer. We utilize a firm but fair policy toward subcontractors and vendors to ensure proper workmanship as well as compliance with drawings, specifications, project schedule, and other contract documents. SDB's approach towards managing subcontractors involves establishing the necessary systems for reporting and communicating, then setting project objectives and deliverables that are essential. Our site superintendents monitor all subcontractor work making sure that work is being performed accurately and that the project stays on schedule.

- *PROVIDE A STATEMENT ACKNOWLEDGING YOUR INTENT TO NOT USE PRICE AS THE SOLE DETERMINING FACTOR WHEN SELECTING SUBCONTRACTORS UNDER ANY AWARDED CONTRACT.*

When SDB needs to select a subcontractor, we prequalify candidates outlining requirements and questions pertaining to construction volume, number of employees, safety rating, employee verification, background checks and other industry-related questions. We do not select subcontractors based on pricing only per ARS Title 34 requirements.

- *HOW WILL YOU RECRUIT SUBCONTRACTORS, PARTICULARLY IN THE LOCAL COMMUNITIES WHERE WORK WILL BE PERFORMED?*

When it comes to recruiting subcontractors in local areas where the work is performed we will first look internally at our database of contacts. If the location is more remote than our resources provide, we will recruit locally through a Job Fair hosted by SDB. The Job Fairs are held in a central location to the project proximity. Local advertising media is used to promote the Job Fair. The same prequalification process is applied to all new applicant subcontractors. The final selection process involves meeting with the subcontractor candidates to interview, define expectations and review commitments. We will grade and select a subcontractor using the following point system:

- Past Performance (1-5 Points)
- Ability To Meet Schedule (1-5 Points)
- Safety/EMR (1-5 Points)
- Pricing (1-5 Points)

- *FOR SUBCONTRACTORS PERFORMING SPECIALIZED WORK, SUCH AS AIRPORTS, INCLUDE INFORMATION AS TO HOW YOU WILL ENSURE SUBCONTRACTOR HAS THE EXPERIENCE, TRAINING, KNOWLEDGE, AND/OR CERTIFICATIONS REQUIRED TO PERFORM THE WORK.*

SDB maintains a list of prequalified subcontractors and continues to evaluate prospective trade specialists. In order to be prequalified, subcontractors are evaluated through a series of reviews and questions as part of a prequalification screening process. This process involves submitting a comprehensive Subcontractor Qualification Form that evaluates certain criteria including:

- Past work performance on similar projects
- Safety record
- Proposed staff qualifications and availability
- References
- Ability to meet schedule/workload
- Financial stability
- Bonding capacity and insurance limits
- Company history
- Litigation and claim history
- MBE / DBE / WBE / SBE status



TAB 2: STATEMENT OF QUALIFICATIONS*m. Subcontractor Management Plan*

Depending on the evaluation, subcontractors that fulfill the requirements and pass the screening process are added to a list of prequalified subcontractors. Information collected on the Subcontractor Qualification Form and during the screening process is continually updated and saved for future project referencing ensuring that only the most qualified subcontractors and vendors remain in our database.

Drawing upon SDB's specialized work experience at Educational, Data Center, High Tech, Utility and Aviation facilities; we have a group of prequalified subs that has performed work at these facilities with SDB. This group of prequalified subcontractors has already worked at these secure sites and has been previously screened, background checked and in most cases has current badge access to these facilities.

Specifically, SDB has a diverse resume of airport contract work having performed over 180 projects at airport facilities throughout the Southwest with over 50+ qualified subcontractors with aviation construction experience.

For new subcontractors without special access or training, SDB will require those subcontractors to submit a prequalification form, mentor them and implement high security screening for their firm and employees.

HOW WILL YOU ENSURE ACCEPTABLE QUALITY FOR WORK PERFORMED BY SUBCONTRACTORS?

To make sure that a subcontractor continues to perform, SDB evaluates subcontractors with a report card. We will do this on all projects or on a quarterly basis as necessary. If the report card is purely subjective and does not target specific issues, then grasping for improvement becomes subjective as well. SDB has been a supporter of report cards with our clients. If the client does not have a system we have found that they are always supportive of sitting down with us to fill out a report card. Just as our clients like to know that we will always strive for continuous improvement, SDB requests that subcontractors get involved with this process. Those contractors who buy-in are generally the ones who have developed long term relationships with SDB.

"Our approach to managing subcontractor quality has always been to include subcontractors in all project phases."

Subcontractors are included in the following phases and meetings throughout the project:

- SCOPE DEVELOPMENT
- BUDGETING
- SCHEDULING
- PROJECT PLANNING
- SAFETY
- WEEKLY MEETINGS
- CLOSE OUT
- TRAINING
- WARRANTY



HOW WILL YOU ADDRESS CONTROVERSIES AND CLAIMS RELATED TO WORK PERFORMED BY SUBCONTRACTORS?

SDB makes every effort to have our subcontractors perform the work correctly the first time. We are a service oriented general contractor and our aim is to perform to our client's satisfaction. SDB has full-time supervision on-site to help maintain this high standard. If any issues arise, our approach is to resolve them through internal arbitration at the lowest possible level. We qualify the issues by backtracking and reviewing the work performed leading up to the issue. Remedies to resolve the issues will be addressed and the parties responsible will be held accountable if any deficiencies occur.

TAB 2: STATEMENT OF QUALIFICATIONS

n. Safety

PROVIDE OTHER PERTINENT INFORMATION THAT WILL HELP MOHAVE EVALUATE YOUR SUBCONTRACTOR MANAGEMENT CAPABILITIES.

All of our subcontractors are selected based on a point system that factors their safety record (Experience Modification Rate). SDB's Safety Department is responsible for safety compliance and training. At each jobsite, a Project Supervisor trained in OSHA 30 monitors for job safety. It is their role to oversee daily on-site working practices of employees and subcontractors to avoid accidents or hazards.

SDB background checks all of our employees and we require all of our subcontractors to sign a high security contract that ensures that all of their employees are background checked. What this means for the Mohave Member is that all employees entering the work site will have been background checked for security clearance. We will provide any documentation required by the Mohave Member to verify that the workers on-site are cleared and approved. This includes fingerprints and E-verification compliance.



SDB SELF PERFORMS CARPENTRY, CIVIL AND STRUCTURAL SERVICES THAT INCLUDE:

- Concrete
- Framing
- Drywall
- Acoustic ceiling systems
- Hollow metal doors
- Scaffolding
- Partitions & accessories
- Millwork
- Custom steel fabrication
- Excavation
- Civil piping
- Rigging



HOW SELF PERFORMANCE HELPS OUR CLIENTS:

- Helps expedite project schedules
- Reduces labor costs by keeping the work "in-house"
- Means quality work is performed by experienced personnel
- Workforce available for warranty work
- Supplements subcontractor workforce if necessary

PROVIDE A COPY OF YOUR FIRM'S SAFETY MANAGEMENT PLAN.

A copy of the SDB Safety Management Plan is attached at the end of this section.



PROVIDE A COPY OF YOUR FIRM'S SAFETY TRAINING PROGRAM.

A copy of the SDB Safety Training Program is attached at the end of this section.



PROVIDE A LETTER FROM YOUR FIRM'S INSURANCE COMPANY STATING THE WORKERS' COMPENSATION EXPERIENCE MODIFICATION RATE (EMR) FOR THE PAST THREE (3) YEARS.

A letter from our insurance company is attached at the end of this section.



TAB 2: STATEMENT OF QUALIFICATIONS*n. Safety***SAFETY MANAGEMENT PLAN****ANALYSIS OF EXISTING SITE CONDITIONS**

- Each job order site is individually assessed in the field.
- A Job Hazardous Analysis (JHA) plan specific to that project is created.

FACTORING

- Safety of all site personnel, neighbors, construction personnel.
- Minimizing interference with ongoing facility activities.
- Traffic control at the jobsite and throughout the neighborhood.

ON-SITE SAFETY REQUIREMENTS

- All construction personnel have a Level 1 Fingerprint Card.
- All SDB Project Managers and Superintendents are trained and certified in OSHA 30, First Aid & CPR, and are also responsible for jobsite safety.
- Daily written Pre-Task Plans (PTP's).
- Daily "Stretch-N-Bend" to prevent soft tissue injuries.

During construction SDB utilizes various safety practices and procedures that include:

DAILY SUPERVISION

- At each jobsite a project Supervisor trained in OSHA 30 proactively monitors for job safety.

CONSTRUCTION SITE SAFETY MEETINGS

- SDB conducts daily toolbox topics and documented safety meetings are conducted weekly by the site supervisor or safety personnel.

FIRST AID TREATMENT

- For minor cuts and scrapes, all sites have a first aid kit on hand.
- All sites have a site safety plan which addresses emergency services, including directions to the nearest clinic or hospital.

REPORTING PROCEDURES

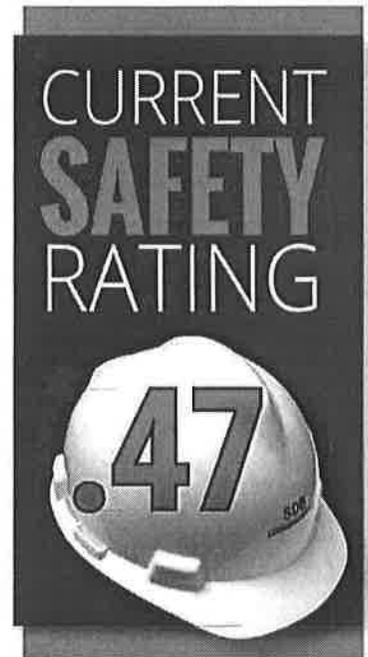
- SDB requires that all near misses, first aids, incidents and accidents must be reported immediately to supervision. Supervision reports to the Safety Director. All near misses, incidents and accidents are investigated by the safety department.

COMPANY-REQUIRED SAFETY APPAREL

- SDB requires long pants (no holey or baggy pants allowed), shirts (sleeves required), work boots, hard hat, safety glasses and appropriate gloves.

CONSTRUCTION SITE INSPECTIONS

- The safety department performs weekly documented safety audits.



SDB
CONTRACTING SERVICES

Safety Orientation

Date _____

Location _____

Check All That Applies / N/A - For Not Applicable

Personal Protective Equipment

- | | |
|--|---|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Hearing Protection |
| <input type="checkbox"/> Safety Glasses Appropriate for task | <input type="checkbox"/> Dust Mask appropriate as needed |
| <input type="checkbox"/> Footwear - Work Boots above the ankle | <input type="checkbox"/> Appropriate clothing (NO shorts, loose clothing) |
| <input type="checkbox"/> Gloves Appropriate as needed | <input type="checkbox"/> Shoulder length hair tied back |

Safety Policies

- | | |
|--|--|
| <input type="checkbox"/> Horseplay Prohibited | <input type="checkbox"/> Barricades (yellow vs. red) |
| <input type="checkbox"/> Report ALL unsafe conditions | <input type="checkbox"/> If you don't know ASK |
| <input type="checkbox"/> No Alcohol or Drugs | <input type="checkbox"/> No Smoking within 25 feet of buildings
(some locations No Smoking permitted) |
| <input type="checkbox"/> Only Authorized Employees will operate all
Motorized Equipment | <input type="checkbox"/> Driving (No texting, hands free while talking)
Tickets are the responsibility of the driver) |
| <input type="checkbox"/> Daily Inspections of all Motorized Equipment | |

Safety Procedures

- | | |
|---|--|
| <input type="checkbox"/> Site Emergency Phone Number &
Evacuation Point | <input type="checkbox"/> Lockout Procedures |
| <input type="checkbox"/> SDB Safety Manual (Issue Safety Pocket Manual) | <input type="checkbox"/> Confined Spaces
(refer to SDB Site Safety Manual) |
| <input type="checkbox"/> First Aid Station | <input type="checkbox"/> Hazard Communications / GHS
(refer to SDB Site Safety Manual) |
| <input type="checkbox"/> Fire Extinguisher Location | <input type="checkbox"/> Location of SDS (previously MSDS) Book
Site Safety Manual is located at Construction
Office |
| <input type="checkbox"/> Good House Keeping Practices | |
| <input type="checkbox"/> Fall Protection/Ladders
(required when over 6 feet) | |

OUR GOAL IS FOR EVERY EMPLOYEE TO GO HOME AT THE END OF EACH WORK DAY IN AS GOOD A CONDITION AS WHEN THEY ARRIVED.

THERE IS NO JOB SO IMPORTANT, NOR SERVICE SO URGENT THAT WE CAN NOT TAKE TIME TO WORK SAFELY.

Print Name

Signature

Company

Site Badge Number

Safety Orientation

Ultimately, you are responsible for your own safety. Each time you cross a barricade tape line and enter a work area, you need to consider the ramifications of your actions. Injury statistics show most injuries are self-inflicted. Think through your task before you act. Every employee must accept the responsibility to comply with procedures established for his/her safety and health.

Any employee should feel free to suggest improvements in the methods and/or procedures. SDB's primary goal is to prevent accidents, both non-injury and injury.

Our Safety Orientation is made up of 3 categories:

1. Personal Protective Equipment
2. Safety Policies
3. Safety Procedures

Safety Orientation

Personal Protective Equipment

Hard Hats (SDB requires hard hats 100%)

Hard hats are to only be worn forwards except for special applications.

Correct way to wear a hardhat



Do not wear hardhat this way



Welding is one exception
(hard hat under)



Safety Orientation

Personal Protective Equipment

Safety Glasses (SDB requires 100%)

Safety glasses with side shields must be worn at all times, on the job site. You may remove them if wearing goggles. Prescription glasses that are not safety needs to have over glasses. SDB will provide safety glasses for you.



Safety Glasses



Bi-focal Safety Glasses

These are side shields for your prescription glasses.
All these are provided for your safety.



Safety Orientation

Personal Protective Equipment

Footwear

Proper footwear is required on the job site, Work boots that go over the ankle. No tennis shoes or dress shoes are to be worn while working.

Proper Work Boots
Over the ankle



Steel Toe Work Boots



No Tennis shoes allowed



Safety Orientation

Personal Protective Equipment

Gloves (appropriate for task)

Different types of gloves are needed for different types of work. Cut-resistant gloves for handling sharp objects. Leather gloves for hot or jobs that can puncture your skin (nails, splinters, etc.) Latex or Rubber gloves for liquid type products.

Cut-resistant Gloves



Leather Gloves



Latex Gloves



Safety Orientation

Personal Protective Equipment

Hearing Protection

When do you need hearing protection:

- You have to shout to make yourself heard during work
- You have ringing in your ears for several hours after you leave work
- You have difficulty hearing normal sounds for several hours after you leave work

You can use ear plugs or earmuffs to block out noise.

Ear Plugs



with string attached



Earmuffs

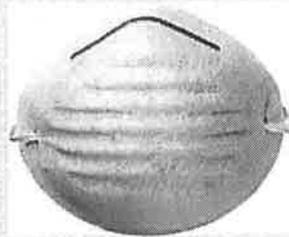


Safety Orientation

Personal Protective Equipment

Dust Mask

Dust masks are not "necessary" the same way most PPE is necessary. They are an option, possibly required or recommended or preferred by your work area or supervisor. Dust masks are only marginally to be regarded as PPE, and where they are "required," it is often due to a lack of understanding of the nature of their function. They can sometimes provide comfort against hot/cold air and nuisance (non-toxic) dusts, fumes, or mists, and in this they "protect" against discomfort. They are **not** respirators in the sense that this word is typically used, and they ARE NOT to be used for protection against airborne toxic particulate matter or for gases or vapors.



Safety Orientation

Personal Protective Equipment

Appropriate Clothing

Wear clothing appropriate for construction. No Shorts or loose clothing that can get caught in equipment. Don't wear offensive words or pictures on your shirts and etc. Wear your shirts in and pants pulled up. No hanging jewelry or ties, etc...

No shorts



No loose clothing



Don't have on hanging accessories



Safety Orientation

Personal Protective Equipment

Long Hair

Don't let your hair hang loose as it can get caught in equipment and cause serious injury. Keep your hair tied up on top of your head or in back of your head, the less it hangs the better.



Hair that is long and loose can create a hazard. The back cover long hair and facial hair when you're working around moving machinery parts.

Tied up hair



Not this way



Safety Orientation

Safety Policies

Horseplay

Horseplay does not have a place on the construction site! All of us like to have fun, but when horseplay gets started on the job it usually ends up with someone getting injured, and none of us really wants that to happen.

Practical jokers should be banned from all construction sites. If you see any kind of horseplay taking place stop it at once. Let the person know that if it continues you have to notify your supervisor to put a stop to it. You should also remind the jokester that if the prank results in an injury or death, they are subject to prosecution and possible imprisonment.



Safety Orientation

Safety Policies

Unsafe Conditions

It is each and everyone's responsibility to report any unsafe conditions, so it can be corrected as soon as possible. If not for your safety, then for someone else's safety.



Safety Orientation

Safety Policies

NO Alcohol or Drugs

Anyone under the influence of Alcohol or Drugs will be removed from the job site immediately, and possibly discharged. Anyone under the influence is a danger to themselves and others working with them.



Safety Orientation

Safety Policies

Authorized Drivers

Only SDB authorized employees will operate SDB motorized vehicles. DUI's, too many tickets, or the types of tickets may disqualify you from driving. Equipment operators must have required certification.



Safety Orientation

Safety Policies

Daily Inspections of Motorized Equipment

Every piece of motorized equipment, whether it is SDB's or a rental, must have a daily inspection done and an inspection sheet filled out before use. If someone checked it out earlier you still need to check it out just in case they may have missed something or it broke while they were using it and never noticed.

OPERATOR'S INSPECTION GUIDE AND TRAVEL REPORT	
WORK ORDER NO. 93-25111	PROJECT NO. 7553
<small>Use this form to record your inspection before and after you use the equipment. Check off items and record anything to be corrected.</small>	
<input type="checkbox"/> General Service (operator's check only)	
<input checked="" type="checkbox"/> Check Oil, Gas, Water	
<input type="checkbox"/> Check Tires (pressure, condition)	
<input type="checkbox"/> Check Lights (working, correct color)	
<input type="checkbox"/> Check Fluids (oil, coolant, etc.)	
<input type="checkbox"/> Check Safety (seat belt, etc.)	
<input type="checkbox"/> Check Controls (levers, switches)	
<input type="checkbox"/> Check Damage (body, paint, etc.)	
<input type="checkbox"/> Check Other (anything else)	
<input type="checkbox"/> Check Operator's License	
<input type="checkbox"/> Check Safety of Operation	
DATE 3 Feb 1988	OPERATOR'S NAME PATRICK B. BRYANT
COMMENTS OIL LEAK BOTTOM OF OIL PAN	
<small>Copyright © 1988 by SDB. All rights reserved. SDB is a registered trademark of SDB. SDB is a registered trademark of SDB. SDB is a registered trademark of SDB.</small>	

Safety Orientation

Safety Policies

Barricades

There are different types of barricades Fencing, Hard, Tape, all of which have a special place. Fencing barricades are use to keep everyone away from the danger and only has designated entries. Hard barricades are used to keep everyone away from work area. Tape barricades are yellow (caution) may enter area with caution, and Red (Danger) only enter area with permission.

Hard Barricades



Yellow Caution



Red Danger



Safety Orientation

Safety Policies

Ask if you don't know

If you run across anything, or if you're not sure ASK. It's much safer to ask than to make a mistake and get in trouble, or worse yet get injured.

Rules change from site to site and in some locations from building to building. Just like the old saying :

" IT'S ONLY A DUMB QUESTION IF YOU DON'T ASK"

Safety Orientation

Safety Policies

NO SMOKING

There is a policy of No Smoking within 25 feet of a building. Some locations only have smoking areas, and still a few locations have no smoking allowed anywhere. Tobacco products are not allowed in some building at different locations also. Follow these rules closely or it could be your job.



Driving Policies

- Only SDB approved drivers are allowed to drive company vehicles (this does not include equipment as long as it's not on a public road)
- No texting/emailing while driving.
- Talking on the phone needs to be hands free.
- All tickets are the responsibility of the driver.

Safety Orientation

Safety Procedures

Site Emergency Information

Once on an SDB construction site you should be given information on who to call if there is an emergency. You should also be shown where the SDS/(MSDS) book is located and if there is an evacuation place to meet if something should arise.

Everyone is given a site orientation when you first arrive on an SDB site and if you have never worked at that site before, you may be placed with someone who knows the rules for that site.

SDB Main Office information is:

Phone (480) 967-5810

Fax (480) 967-5841

SDB Safety Director:

David Dopp (602) 818-8210

Safety Orientation

Safety Procedures

SDB Safety Manual

An SDB safety manual is site specific and each site is responsible for their own manual. Some sites will give you a manual so make sure to read through it as there is a lot of information in it that is mandatory for working for SDB, and other sites just have the manual in the office for anyone to read.

Some sites will have additional training and procedures to follow and you will be given times, dates and locations for your training etc.

The thing to remember is if you're not sure, ask your supervisor.

Safety Orientation

Safety Procedures

First Aid Stations

SDB will have a First Aid Box at most sites, some locations have a nurse or First Aid location that will take care of every incident. You will be shown where the First aid Box is located or shown where to go if first aid is needed.

If you need first aid for anything no mater what, make sure you tell your foreman or person in charge.

Safety Orientation

Safety Procedures

Fire Extinguisher Locations

You should be shown or told where the fire extinguishers are located for where you will be working. And, if you have not been trained on how to use an extinguisher, let them know so you can be trained.

Make sure that all extinguishers have been checked at least once a month and maintained at least once a year by the service company. (look for stickers or tags on each extinguisher.

Some locations require a specific type of fire extinguisher, so make sure you have the appropriate fire extinguisher.

If you have to use one for any reason make sure your supervisor knows that the extinguisher has been used and needs to be recharged.

Safety Orientation

Safety Procedures

Good Housekeeping Practices

SDB requires everyone to clean as you go. Don't let trash build up.

Keeping your work area neat and clean will reduce your chance of injury.

In some locations we do "Clean Room Work" and Housekeeping brings on a whole new meaning. If you have never worked in a clean room before you will be given a few classes and lots of training, plus you will have a buddy who has experience working there to help you learn the rules for that site.

Safety Orientation

Safety Procedures

The F5 Items

F5 is short for Fatality Prevention Program and the 5 items are:

1. **Fall Protection**
2. **Confined Space**
3. **LO/TO (Lock out / Tag out)**
4. **Electrical**
5. **Other (i.e. MEWP, Forklift)**

Safety Orientation

Safety Procedures

Fall Protection/ Ladders

Ladders:

Everyone should be trained on how to inspect and correctly use a ladder.

Fall Protection:

Everyone that USES fall protection must be trained specifically for this use.

Equipment

Lanyard must be designed for the anchorage point and to withstand 5000 pounds.

Inspect all fall protection equipment before use.

Execution

Fall protection is only used when fall prevention can not be accomplished

Required 100% of the time when working at 6' or over

Safety Orientation

Safety Procedures

Confined Space

Training:

Annual training is required, usually done prior to entering a confined space. Everybody participating in a confined space entry **MUST** have the appropriate level of training.

Permit:

Permit may be required.

Permits must be available **AT** the **ENTRY POINT**

Permits must be followed **PRECISELY**

Hazards / Rescue:

Every Individual associated with the entry must be knowledgeable in regards to the hazards and the rescue plan.

Air Monitor:

Air monitoring is required for all confined spaces. Air monitors are checked out through the Safety Department.

Safety Orientation

Safety Procedures

LO/TO

Lock-out/Tag-out

LO/TO must be used in all instances when working on equipment where stored hazardous energy could be released, causing injury to someone.

Employee training is required for LO/TO.

Safety Orientation

Safety Procedures

Electrical

Assured Grounding / GFI

Everyone must participate in these programs to ensure that electrical equipment is functioning properly and people are protected if it doesn't.

Power Tools

Must be inspected daily.

Must be removed from service if damaged.

People must be trained in their use!

All connections must meet original manufacturing specifications.

Energized Electrical Work

Any potential exposure over 50 volts requires an assessment.

Equipment must be available and must meet regulatory requirements for inspections.

ALL personnel performing EEW must be trained to do so.

EEW is a last resort!

Safety Orientation

Safety Procedures

Other - MEWP (Motorized Elevated Work Platform)

Inspections

Must be pre-inspected prior to entry on site.
MUST be Inspected prior to each use

Training

All personnel operating an MEWP must be trained on it's use and this must include hands-on training (MEWP training card Issued)
Intel procedures must be included as a part of this training so personnel understand the requirements.

Operation

A spotter must be present any time the lift is moving
The spotter **MUST BE SPOTTING** when this occurs.
Verbal communication and eye contact must be made prior to movement.

April 30, 2014

To Whom It May Concern

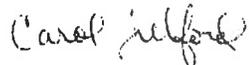
RE: SDB, Inc.
Experience Modification History

Listed below please find the experience modification history for SDB, Inc.

5/1/14	.47
7/1/13-14	.58
7/1/12-13	.66
7/1/11-12	.69

Should you have any questions, please feel free to call this office.

Sincerely,



Carol Trelford
Account Executive
602/393-3419

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SDB, INC., D/B/A
SDB CONTRACTING SERVICES

[Proposal]

See following pages.

BID PROPOSAL

CUSTOMER:	<u>Town of Fountain Hills</u>	BID DATE:	<u>6/14/2016</u>
ADDRESS:	<u>Four Peaks Elementary</u>	PROPOSAL NO.:	<u>16-0285 Rev 1</u>
	<u>85268</u>	PROPOSAL TYPE.:	<u>MOHAVE</u>
JOB DESC.:	<u>Demo-Bus Barn Garage</u>		
CONTACT:	<u>Kevin Snipe</u>		

We are pleased to propose the following:
 See Attachment 'A'

Add Alternate #1 - \$2,400.00 to remove the concrete slab behind the bus barn garage.
 Add Alternate #2 - \$6,861.00 to maintain the existing electrical panel.

	SUB TOTAL	\$	17,084
TAX	0.000%	\$	-
	TOTAL	\$	<u>17,084</u>

CLARIFICATIONS

- 1) See attachment 'A'
- 2) _____
- 3) _____
- 4) _____
- 5) _____

EXCLUSIONS

- 1) See attachment 'A'
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Thank you,

SDB, Inc.

Mike Kuebelbeck
 Prepared by
 Tab Barth
 Reviewed by

Accepted by:

Town of Fountain Hills

**BID PROPOSAL
 ATTACHMENT "A"**

CUSTOMER:	<u>Town of Fountain Hills</u>	BID DATE:	<u>6/14/2016</u>
ADDRESS:	<u>Four Peaks Elementary</u>	PROPOSAL NO.:	<u>16-0285 Rev 1</u>
	<u>85268</u>	PROPOSAL TYPE.:	<u>MOHAVE</u>
JOB DESC.:	<u>Demo-Bus Barn Garage</u>		
CONTACT:	<u>Kevin Snipe</u>		

e

SCOPE:

SDB will supply labor, equipment and material to;

- * Demolish, haul off and dispose of old bus barn located approximately at: 14825 N. Del Cambre Ave. Includes saw cut of concrete on court sides, asphalt on front side. Removal of roof, sidewalls, slab, columns and footings, grease pit,
- * backfill of grease pit (with ABC and moderate compaction). Removal of chainlink gates, haul trucking and dump fees, equipment and labor to complete project. Rough grade of finished area.
- * County NESHAP Notification and Fountain Hills demo permit and water buffalo for dust control.
- * Dust control permit Maricopa County

EXCLUSIONS:

- * Design, Engineering, Testing, Permits and Special Inspections of any kind (unless noted in proposal)
- * Identification of and/or removal of hazardous materials.
- * Unforeseen Conditions and Revisions in the field to accommodate scope changes.
- * Premium Time, Underground obstructions, Utility company fees/charges, Temporary/Construction power/water/HVAC/lighting
- * NOTE: Work will not be started until all electric is disconnected and all lines in vicinity (within 10') have been professionally located and marked.

ADD ALTERNATE:

- * Add for cement slab demo and removal behind existing structure.
 Demo with electrical panel staying in place on the north wall. We will saw cut around it, protect it and support it for continued use.
- * Panel to be de-energized during the entire demo phase. Temporary fence will be put around the electrical panel when finished for one month.

**Mohave JOC Open Book Price Summary
Mohave Contract Number 14G-SDB-0903**

This project is quoted through Mohave Educational Services Cooperative under a JOC (Job Order Contract). Under JOC, performance & payment bonds are required, but may be waived by the Owner for projects under \$50,000. Your acceptance of this quote (which does not include charges for such bonds) is your indication of said waiver. If you do not wish to waive the P&P bond, please add the cost for the bond (shown to the left of the "Bond" line item below) to the TOTAL of this quote for your Purchase Order amount.

Member	Town of Fountain Hills	Date	6/10/2016
Project Title	Demo Bus Barn Garage		
Project Location	Four Peaks Elementary		

Direct Project Cost

Division/Specialty	#	Quote Summary		Selected Quote
		Subcontractor	Quote Amount	
Div. 1 Survey and Staking	1	Detection Specialties	\$300.00	\$300.00
	2	KC Locate LLC	\$360.00	
	3	Pegasus Utility Locating	\$420.00	
Div. 2 Demo	1	ATWELL Salvage & Demolition	\$9,960.00	\$9,960.00
	2	Arizona Specialty Demolition	\$15,000.00	
	3	Arizona Flooring Demo	\$31,632.00	
Subtotal 1 (Total Direct Project Cost)				\$10,260.00

General Conditions (GCs) \$4,814.25

Subtotal 2 (Direct Project Cost + General Conditions) **\$15,074.25**

General & Administrative Cost (G&A) 8% of Subtotal 2 \$1,205.94

Subtotal 3 (Subtotal 2 + G&A) **\$16,280.19**

Profit 4% of Subtotal 3 \$651.21

Subtotal 4 (Subtotal 3 + Profit) **\$16,931.40**

Tax (Enter applicable tax rate) 0.00% \$0.00

Bond, if applicable 0.90% \$152.38

Project Subtotal **\$17,083.78**

Owner Contingency

PROJECT TOTAL **\$17,083.78**

* Provide vendor name & explanation if low quote is not selected.

Mohave JOC Open Book Price Summary

PROJECT GENERAL CONDITIONS

Item Description	Quantity	Unit	Unit Price	Total
Admin Fee Items				
Project Staff:				
Project General Manager		Hrs	\$85.00	\$ -
Project Manager	10	Hrs	\$75.00	\$ 750.00
Estimator		Hrs	\$65.00	\$ -
Senior Superintendent		Hrs	\$72.00	\$ -
Superintendent	40	Hrs	\$68.00	\$ 2,720.00
CQC Inspector		Hrs	\$65.00	\$ -
Safety Manager		Hrs	\$65.00	\$ -
Field Engineer		Hrs	\$50.00	\$ -
Administrative Assistant	10	Hrs	\$40.00	\$ 400.00
Plans / Specs / Drawings		Sheet	\$ 0.55	\$ -
Temporary Electric		Month	\$ 1,200.00	\$ -
Electricity Usage		N/A	\$ -	\$ -
Water Usage (incl. bottled water)		N/A	\$ -	\$ -
Temporary Toilet Usage		Month	\$ 105.00	\$ -
Cellular / Mobile Service		Day	\$ 3.00	\$ -
Trash Service - Tonnage		4	\$ 85.00	\$ -
Trash Service - Rental		Ea	\$ 54.00	\$ -
Trash Service - Dumps		Ea	\$ 400.00	\$ -
Temp. Fences & Barriers		Mo/LF	\$ 2.75	\$ -
Project ID Signs		Ea	\$ 350.00	\$ -
Trailer Set-up & Remove		Ea	\$ 450.00	\$ -
Trailer Rental		Month	\$ 200.00	\$ -
Field Office Expense		Month	\$ 150.00	\$ -
Postage / Messengers / Fedex		N/A	\$ -	\$ -
Safety Related -(Labor)		Hr	\$ 65.00	\$ -
Safety Related -(Materials)		Project	\$ 100.00	\$ -
Gasoline / Fuel		Gallon	\$ 4.00	\$ -
Final Clean		SF	\$ 0.10	\$ -
			\$ -	\$ -
			\$ -	\$ -
Dust Control Permit	1	LS	\$795.00	\$ 795.00
Water Truck		LS	\$1,000.00	\$ -
Water Meter		LS	\$600.00	\$ -
General Conditions - Admin. fee allowed Total				\$ 4,665.00

Item Description	Quantity	Unit	Unit Price	Total
Non- Admin Fee Items				
Travel/Misc.:				
Auto Mileage - Project Manager		Mi	\$0.51	\$ -
Auto Mileage - Superintendent		Mi	\$0.51	\$ -
Auto Mileage - Superintendent Ass't		Mi	\$0.51	\$ -
Licensing & Permits		Project	\$ -	\$ -
Travel - Transport - Airfare		N/A	\$ -	\$ -
Travel - Transport - Car Rental		Day	\$ 25.00	\$ -
Travel - Lodging		Day	\$ 50.00	\$ -
Travel - Meals		Day	\$ 50.00	\$ -
General Conditions - Admin. Fee not allowed Total				\$ -

Mohave Admin. Fee	
General Conditions - Admin. fee allowed Total From Above	\$4,665.00
Direct Construction Cost Total from Subtotal 1 on "Price Summary" page	\$10,260.00
Subtotal	\$14,925.00
Admin Fee (1% of Subtotal)	\$149.25

Total General Conditions For This Project	
General Conditions - Admin. Fee allowed Total	\$4,665.00
General Conditions - Admin. Fee not allowed Total	\$0.00
Mohave Admin. Fee	\$149.25
Total General Conditions	\$4,814.25

Mohave Contract Number 14G-SDB-0903

This project is quoted through Mohave Educational Services Cooperative under a JOC (Job Order Contract). Under JOC, performance & payment bonds are required, but may be waived by the Owner for projects under \$50,000. Your acceptance of this quote (which does not include charges for such bonds) is your indication of said waiver. If you do not wish to waive the P&P bond, please add the cost for the bond (shown to the left of the "Bond" line item below) to the TOTAL of this quote for your Purchase Order amount.

Member	Town of Fountain Hills	Date	6/14/2016
Project Title	Demo Bus Barn Garage Add Alt #1		
Project Location	Four Peaks Elementary		

Direct Project Cost

Division/Specialty	#	Quote Summary		Selected Quote
		Subcontractor	Quote Amount	
Div. 2 Demo	1	ATWELL Salvage & Demolition,	\$2,097.00	\$2,097.00
	2	Arizona Specialty Demolition	\$4,000.00	
	3	Arizona Flooring Demo	N/A	
Subtotal 1 (Total Direct Project Cost)				\$2,097.00

General Conditions (GCs)

\$20.97

Subtotal 2 (Direct Project Cost + General Conditions)

\$2,117.97

General & Administrative Cost (G&A)

8% of Subtotal 2

\$169.44

Subtotal 3 (Subtotal 2 + G&A)

\$2,287.41

Profit

4% of Subtotal 3

\$91.50

Subtotal 4 (Subtotal 3 + Profit)

\$2,378.90

Tax (Enter applicable tax rate)

0.00%

\$0.00

Bond, if applicable

0.90%

\$21.41

Project Subtotal

\$2,400.31

Owner Contingency

PROJECT TOTAL

\$2,400.31

* Provide vendor name & explanation if low quote is not selected.

PROJECT GENERAL CONDITIONS

Item Description	Quantity	Unit	Unit Price	Total
Admin Fee Items				
Project Staff:				
Project General Manager		Hrs	\$85.00	\$ -
Project Manager		Hrs	\$75.00	\$ -
Estimator		Hrs	\$65.00	\$ -
Senior Superintendent		Hrs	\$72.00	\$ -
Superintendent		Hrs	\$68.00	\$ -
CQC Inspector		Hrs	\$65.00	\$ -
Safety Manager		Hrs	\$65.00	\$ -
Field Engineer		Hrs	\$50.00	\$ -
Administrative Assistant		Hrs	\$40.00	\$ -
Plans / Specs / Drawings		Sheet	\$ 0.55	\$ -
Temporary Electric		Month	\$ 1,200.00	\$ -
Electricity Usage		N/A	\$ -	\$ -
Water Usage (incl. bottled water)		N/A	\$ -	\$ -
Temporary Toilet Usage		Month	\$ 105.00	\$ -
Cellular / Mobile Service		Day	\$ 3.00	\$ -
Trash Service - Tonnage		4	\$ 85.00	\$ -
Trash Service - Rental		Ea	\$ 54.00	\$ -
Trash Service - Dumps		Ea	\$ 400.00	\$ -
Temp. Fences & Barriers		Mo/LF	\$ 2.75	\$ -
Project ID Signs		Ea	\$ 350.00	\$ -
Trailer Set-up & Remove		Ea	\$ 450.00	\$ -
Trailer Rental		Month	\$ 200.00	\$ -
Field Office Expense		Month	\$ 150.00	\$ -
Postage / Messengers / Fedex		N/A	\$ -	\$ -
Safety Related -(Labor)		Hr	\$ 65.00	\$ -
Safety Related -(Materials)		Project	\$ 100.00	\$ -
Gasoline / Fuel		Gallon	\$ 4.00	\$ -
Final Clean		SF	\$ 0.10	\$ -
			\$ -	\$ -
			\$ -	\$ -
Dust Control Permit		LS	\$795.00	\$ -
Water Truck		LS	\$1,000.00	\$ -
Water Meter		LS	\$600.00	\$ -
General Conditions - Admin. fee allowed Total				\$ -

Item Description	Quantity	Unit	Unit Price	Total
Non- Admin Fee Items				
Travel/Misc.:				
Auto Mileage - Project Manager		Mi	\$0.51	\$ -
Auto Mileage - Superintendent		Mi	\$0.51	\$ -
Auto Mileage - Superintendent Ass'		Mi	\$0.51	\$ -
Licensing & Permits		Project	\$ -	\$ -
Travel - Transport - Airfare		N/A	\$ -	\$ -
Travel - Transport - Car Rental		Day	\$ 25.00	\$ -
Travel - Lodging		Day	\$ 50.00	\$ -
Travel - Meals		Day	\$ 50.00	\$ -
General Conditions - Admin. Fee not allowed Total				\$ -

Mohave Admin. Fee	
General Conditions - Admin. fee allowed Total From Above	\$0.00
Direct Construction Cost Total from Subtotal 1 on "Price Summary" page	\$2,097.00
Subtotal	\$2,097.00
Admin Fee (1% of Subtotal)	\$20.97

Total General Conditions For This Project	
General Conditions - Admin. Fee allowed Total	\$0.00
General Conditions - Admin. Fee not allowed Total	\$0.00
Mohave Admin. Fee	\$20.97
Total General Conditions	\$20.97