

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDSTATE MECHANICAL, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Midstate Mechanical, LLC., a(n) Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 4, 2019, under the S.A.V.E Cooperative Purchasing Agreement, the Mohave Cooperative entered into a contract with Contractor to purchase the goods and services described in the Job Order Contracting for Various Construction Trades, Contract No.19F-MM12-0904 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. On December 29, 2021, Midstate Mechanical, Inc. converted its form from a corporation to an Arizona limited liability company and filed new Articles of Organization with the Arizona Corporation Commission. The parties agree that Midstate Mechanical, LLC is substituted for Midstate Mechanical, Inc. as the Contractor in the Agreement and Midstate Mechanical, LLC shall be bound by all terms and condition in this Agreement and any amendments hereto.
- C. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- D. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative

Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 4, 2019, until the date the contract expires on September 4, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 4, 2024. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 4, 2023. The City may renew the term of this Agreement for one (1) one-year period if the Cooperative Purchasing Agreement is likewise extended. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million five hundred dollars (\$1,500,000) annually or three million dollars (\$3,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
 c/o Mark Hannasch - Project Manager
 6210 W. Myrtle Ave., Suite 111
 Glendale, Arizona 85302

And

Midstate Mechanical, LLC
 1900 E. Riverview Drive
 Phoenix, AZ 85034
 rwagner@midstatemechanical.com

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

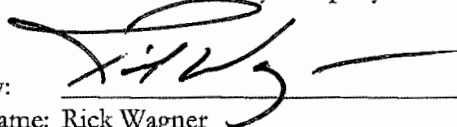
“City”

“Contractor”

City of Glendale, an Arizona
 municipal corporation

Midstate Mechanical, LLC.,
 an Arizona limited liability company

By: _____
 Kevin R. Phelps
 City Manager

By: 
 Name: Rick Wagner
 Title: JOC Sales Manager

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDSTATE MECHANICAL, LLC**

EXHIBIT A
(MOHAVE COOPERATIVE CONTRACT NO. 19F-MMI2-0904
JOB ORDER CONTRACTING FOR VARIOUS CONSTRUCTION TRADES)



8/17/2022

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Teri-Ann Ceranski
Midstate Mechanical, Inc.
1900 East Riverview Drive
Phoenix, AZ 85714

RE: Contract # 19F-MM12-0904 modification of contract through an extension of contract is made by, and between, Midstate Mechanical, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 19F-MM12-0904 for a period of one (1) year, beginning 9/4/2022. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Midstate Mechanical, Inc. agrees to provide products or prices as per 19F-0808.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and ~~any attached~~ clarifications.

Signature *[Signature]* Title JOC Sales Manager

Typed/Printed Name Richard Wagner Date 8/30/2022

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

[Signature]

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 9/4/2022, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 9/4/2022, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 9/4/2022 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

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

Midstate Mechanical, Inc. has been a leading provider of mechanical contracting services since 1986. With offices in Phoenix and Tucson we provide a wide array of services to school districts, public entities, colleges and Universities throughout Arizona.

Midstate Mechanical has built its reputation through the self-performance of all major phases of mechanical work including plumbing, piping and sheet metal (HVAC). Midstate is organized to provide continuous services to our clients. From the design and pre-construction stages to completion of construction, Midstate offers solutions for all your project needs.

Midstate Mechanical has a long-standing reputation for maximizing productivity by reducing costs and insuring timely project completion. The confidence we build is the foundation of our business and the reason our clients come back to us time and time again.

We have the capacity, experienced people and capabilities to support both large and small projects, backed by unmatched mechanical contracting expertise. Our 1 focus is to complete projects on time with the highest quality and to make sure the customer is satisfied with every project completed.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements 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.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.



8/3/2021

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Teri-Ann Ceranski
Midstate Mechanical, Inc.
1900 East Riverview Drive
Phoenix, AZ 85714

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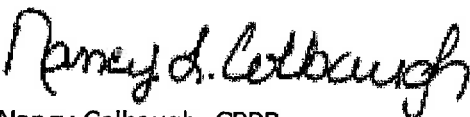
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We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title JOC Sales Manager
Typed/Printed Name Rick Wagner Date 8/10/2021

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.



Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

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Midstate Mechanical has built its reputation through the self-performance of all major phases of mechanical work including plumbing, piping and sheet metal (HVAC). Midstate is organized to provide continuous services to our clients. From the design and pre-construction stages to completion of construction, Midstate offers solutions for all your project needs.

Midstate Mechanical has a long-standing reputation for maximizing productivity by reducing costs and insuring timely project completion. The confidence we build is the foundation of our business and the reason our clients come back to us time and time again.

We have the capacity, experienced people and capabilities to support both large and small projects, backed by unmatched mechanical contracting expertise. Our 1 focus is to complete projects on time with the highest quality and to make sure the customer is satisfied with every project completed.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

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7/28/2020

Modification of Contract (Contract Extension) (Page 1 of 3)

Teri-Ann Ceranski
Midstate Mechanical, Inc.
1900 East Riverview Drive
Phoenix, AZ 85714

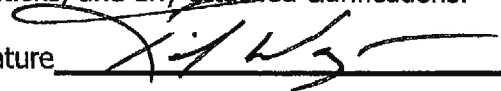
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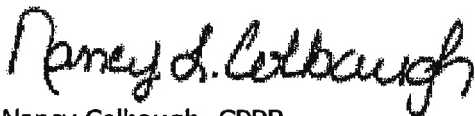
Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Midstate Mechanical, Inc. agrees to provide products or prices as per 19F-0808.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title TOC Sales Manager
Typed/Printed Name Rick Wagner Date 7/28/2020

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.



Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

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To terminate the contract effective 9/4/2020, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 9/4/2020 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Coefficient applied to UPB. 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 9/4/2022.

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

We are requesting a price modification. A price list/catalog will be submitted by _____, (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Midstate Mechanical, Inc.
1900 East Riverview Drive
Phoenix, AZ 85714

Remit to: Midstate Mechanical, Inc.
Accounts Receivable
1900 East Riverview Drive
Phoenix, AZ 85714

Member Contact: Rick Wagner
Contract Administrator: Teri-Ann Ceranski
Phone Number: 480-349-2718
Fax Number: 602-470-1964

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements 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 point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with 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.



Mohave Contract
19F-MM12-0904

Midstate Mechanical, Inc.
Via Email

9/16/2021

Agreement to Modify/Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements and 2 CFR § 200.216 and/or 2 CFR § 200.471, Mohave is modifying/amending its existing contracts. Please review, initial next to the requirement, sign at the bottom of the contract modification/amendment and return to Mohave no later than September 24, 2021.

Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment: Offeror agrees that it will not provide equipment, services or systems that do not comply with 2 CFR § 200.216 and/or 2 CFR § 200.471.

QC

Initial Agreement as the Authorized Representative of the Contract Vendor.

Failure to sign and return amendment by the close of business on September 24, 2021, may result in your contract being placed on hold or canceled.

Modification/Amendment takes effective September 27, 2021.

Teri-Ann Ceranski

Teri-Ann Ceranski
Midstate Mechanical, Inc.

Dated 9-21-2021

Anita McLemore

Dated: September 16, 2021
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.



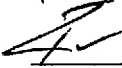
September 15, 2022

Via Email
tceranski@midstatemechanical.com
rwagner@midstatemechanical.com


Teri-Ann Ceranski, Estimating/Sales Coordinator
Midstate Mechanical, Inc.
1900 East Riverview Drive
Phoenix, AZ 85714

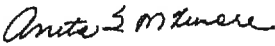
Agreement to Modify the Open Book Pricing Workbook of the Existing Contract for 19F-MM12-0904

The following modification is made to the *Open Book Pricing Workbook* used as part of your firm's response to *Price Proposal – Primary Vendor Information*. The *Open Book Pricing Workbook* contained an error in the General Conditions worksheet. The formulas and totals from *Mohave Administration Fee*, and *Total General Conditions For This Project* subsections used to complete the *Price Summary* worksheet miscalculated the Mohave administration fee. The attached revised Open Book Pricing Workbook corrects this error and upon acceptance will be used for quoting Open Book projects, under your contract.

 Initial Agreement and Acceptance of Revised Open Book Pricing Workbook as the Authorized Representative of the Contract Vendor.

Modification takes effect upon receipt of this signed contract modification.


Date: 9/21/2022
Rick Wagner, JOC Sales Manager
Midstate Mechanical, Inc.


Date: September 15, 2022
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

NOTE: Vendor did not submit open book pricing; however, this modification was sent to all awarded JOC vendors so that all Open Book pricing methodologies are consistent.



Award Documents

19F-MM12-0904 Midstate Mechanical Inc.

19F-MM12-0904 Award Letter	2
19F-MM12-0904 Offer and Acceptance Form	5
19F-0808 Signed Award Recommendation	6
19F-0808 Evaluator Agreements	23
19F-MM12-0904 Federal and State Excluded Parties Documents	28

Click section title to be taken directly to that section.

4/5/18 EH



NOTIFICATION OF AWARD LETTER

August 30, 2019

Sent this day via email to rwagner@midstatemechanical

Rick Wagner, JOC Sales Manager
Midstate Mechanical, Inc.
1900 E. Riverview Drive
Phoenix, AZ 85034

Congratulations, Midstate Mechanical, Inc.'s response has been awarded a contract under JOC RFP 19F-0808. Attached is a copy of the Mohave signed *Offer and Acceptance Form*. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed. Your award is for Division 22 Plumbing and Division 23 Heating, Ventilation and Air Conditioning.**

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

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

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

The procurement file for JOC RFP 19F-0808 shall be made available for public inspection on September 3, 2019.

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

Your contract number is 19F-MMI2-0904 and will take effect on September 4, 2019.

If you have any questions regarding your new contract, please call me at (928) 718-3203. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read 'Michael Nentwig', with a long horizontal flourish extending to the right.

Michael Nentwig, CPPB
Contract Specialist I

NOTES ON AWARD FOR: Midstate Mechanical, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #19F-MMI2-0904.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide products and services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
 - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
 - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
 - Promotional Pricing limited to a single member are not acceptable.
 - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- Michael Carter, CPPB will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Michael Carter, CPPB - michael@mesc.org after the contract effective date of September 4, 2019. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Midstate Mechanical, Inc.
 2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Midstate Mechanical, Inc.
 3. Midstate Mechanical, Inc. provides product/services.
 4. Midstate Mechanical, Inc. invoices member.
 5. Member pays Midstate Mechanical, Inc.
 6. Midstate Mechanical, Inc. sends Usage and Reconciliation Report to Mohave.
 7. Midstate Mechanical, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.
- Upon award of your contract, you may request to use estimating software other than *RS Means Costworks*. The estimating software shall use *RS Means pricing data* and meet all of the requirements for pricing under this IFB. Estimating samples shall be provided to Mohave for review prior to Mohave's acceptance of estimating software to be used under an awarded contract. Mohave shall make the final determination if estimating software meets all the requirements and is acceptable. Contract vendor agrees that if proposed alternate estimating software does not continue to meet the requirements of the RFP/IFB, contract vendor shall immediately switch to *RS Means Costworks* as the estimating software under an awarded contract.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

NOTES ON AWARD FOR: Midstate Mechanical, Inc.

- You agreed to provide a reconciliation report detailing activity under the contract, and payment for Mohave administration fees. Your report is due on the 10th of each month. These reports will detail activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. **Mohave's Audit Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report. They will also provide information and assist you in understanding what is required when submitting your reconciliation report.**
- Items in the reconciliation report must include member names, PO numbers, invoiced amounts, administration fees, invoice numbers, and credit/return information for all invoices paid and credits issued in the prior month. **You may submit alternate reports (different format, different field names, etc. from what is contained in the sample reconciliation report provided by Mohave's Audit Specialist), as long as the required information is provided.**
- If no invoices were paid under the contract in the previous month, you must send an email to adminreport@mesc.org advising of no sales to report for the month.
- Your Procurement Specialist will be contacting you once orders have been processed under your contract. They will discuss the Open Order Report and Status Report requirements with you at that time.
- Administration fee payments should be mailed to:
Mohave Educational Services
625 E. Beale St.
Kingman, AZ 86401
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to September 4, 2019. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before September 4, 2019. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until September 4, 2019, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to September 4, 2019 **is a violation of the contract.** Please ensure that your staff is aware of the effective date September 4, 2019, in order to avoid contract confusion.
- A representative of Mohave will be contacting your firm to set up a time for training for new vendors. This training is called "Mohave 101" and takes approximately 90 minutes. This training can be provided in person, or teleconferenced. All staff that provides support for the Mohave contract should be included in this training.
- You will be provided access to pricing and contract documentation regarding your new contract through our website. In order to access that information, you will need to submit a user name and password that will be assigned to the contract. **Email this information to mike@mesc.org no later than September 20, 2019.**
- We will feature marketing information about your contract in the product vendor finder on our website. That information should be kept to a 150-200 word description that best describes the benefits 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. Mohave reserves the right to edit information for content or length. **Email this information to mike@mesc.org no later than September 20, 2019.**
- Provide an electronic copy of your company logo that we will include on our website, in the product vendor finder. Mohave will insert a clickable link from your logo that will take members directly to your contract information. Vector point files are highly recommended (.ai or .eps files). However, a large hi-resolution (150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will suffice. Please provide any necessary agreement that may apply for our use of your logo on our website. **Email this information to mike@mesc.org no later than September 20, 2019.**

**Technical Proposal – Offer and Acceptance Form
(Place after Tab 1a)**

**RFP 19F-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 86-0459402

Company Name Midstate Mechanical, Inc.

Address 1900 E. Riverview Drive City Phoenix State AZ Zip 85034

Telephone Number 602.470.1920

The *Offer and Acceptance Form* should be submitted with a signature of 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 *Offer and Acceptance Form*, or to make other notations as indicated, may result in rejection of proposal.

Authorized Signature _____

Printed Name

Rick Wagner

Title

JOC Sales Manager

Primary Email rwagner@midstatemechanical.com Alternate email _____

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

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 an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number

19F-MMIA-0904

Awarded this

30

day of

August

2019.

This contract shall be effective the

4

day of

September

2019.

Anita S. McLemore

Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.



Date: 8/30/19

To: Anita S. McLemore, C.P.M., Executive Director

Through: Nancy Colbaugh, CPPB, Contracts Manager

From: Michael Nentwig, CPPB, Contract Specialist I

Subject: Award Recommendation for JOC RFP 19F-0808, Job Order Contracting for Various Construction Trades

On August 8, 2019 Mohave received thirteen responses to JOC RFP 19F-0808. Twelve were determined to be acceptable for further consideration after the evaluation of technical proposals. One response did not provide all the required information and was consider non-responsive.

The offers were evaluated using the criteria set forth in the solicitation. The following is a summary of the final scores utilizing the Heisman method of ranking:

General Contracting Divisions 1 – 49 Heisman Ranking	Mike Nentwig	Michael Carter	Nancy Colbaugh	Jeff Bohnenkamp	Phil Allred	Average Rank
GCON, Inc.	2	1	1	1	1	1.20
SD Crane Builders, Inc.	1	2	3	3	2	2.20
SDB, Inc.	3	4	2	2	3	2.80
Caliente Construction, Inc.	4	3	4	5	5	4.20
McCarthy Building Companies, Inc.	5	5	5	4	4	4.60

Details for the recommended awards are as follows for Divisions 1-49 General Contracting:

- GCON, Inc. was the number one ranking offer for Division 1- 49 General Contracting services. They offered a full service general contracting management of all projects. They oversee the entire construction process with their in-house staff and with the use of qualified subcontractors. UPB, and Open Book pricing methodologies were offered along with maintenance services and extended warranties. GCON, Inc. has an aggregate bonding capacity of \$90 Million and holds a current B-1 Arizona Registrar of Contractors license.
- SD Crane Builders, Inc. was the number two ranking offer for Division 1 – 49 General Contracting services. They offered general contracting and construction services, including new buildings, renovations, remodels and building improvements. UPB, and Open Book pricing methodologies were offered along with design and engineering services. SD Crane Builders, Inc. has an aggregate bonding capacity of \$25 Million and holds a current B-1 Arizona Registrar of Contractors license.
- SBD, Inc. was the number three ranking offer for Division 1 – 49 General Contracting services. They offered complete construction and construction management services. Pre-construction services include cost estimating, site investigation, LEED analysis, constructability and value engineering. UPB, and Open Book pricing methodologies were offered along with design and engineering services. SDB, Inc. has an aggregate bonding capacity of \$50 Million and holds a current A and B-1 Arizona Registrar of Contractors license.

JOC RFP 19F-0808 Award Recommendation

- Caliente Construction, Inc. was the number four ranking offer for Division 1 – 49 General Contracting services. They offered complete contract management services that include existing conditions analysis, scope definition, procurement planning, project schedule development and management. UPB, and Open Book pricing methodologies were offered. In-house design and engineering services were not offered but can be provided through the use of a qualified subcontractor. Caliente Construction, Inc. has an aggregate bonding capacity of \$75 Million and holds a current A, B and B-1 Arizona Registrar of Contractors license.
- McCarthy Building Companies, Inc. was the number five ranking offer for Division 1 – 49 General Contracting services. They offered construction and contraction management services. They have a local staff of over 796 craft workers and offered the following self-performed services to include solar, mechanical, electrical, concrete, plumbing, civil engineering and carpentry. UPB, and Open Book pricing methodologies were offered. In-house design and engineering services were not offered but can be provided through the use of a qualified subcontractor. McCarthy Building Companies, Inc. has an aggregate bonding capacity of \$6 Billion and holds a current A, B, and B-1 Arizona Registrar of Contractors license.

Plumbing Division 22 Heisman Ranking	Mike Nentwig	Michael Carter	Nancy Colbaugh	Jeff Bohnenkamp	Phil Allred	Average Rank
Midstate Mechanical, Inc.	1	1	1	1	1	1.00
Sun Mechanical Contracting, Inc.	2	2	2	2	2	2.00
McCarthy Building Companies, Inc.	3	3	3	3	3	3.00
Uni-Tech Mechanical	4	4	4	4	4	4.00

Details for the recommended awards are as follows for Division 22 Plumbing:

- Midstate Mechanical, Inc. was the number one ranking offer for Division 22 Plumbing job order contracting services. They provide complete turnkey plumbing projects from their offices in Phoenix and Tucson and field offices in Flagstaff and Yuma. As a value add, they provide 3-D modeling of projects allowing for the offsite prefabrication of plumbing systems. This reduces the impact to building operations and maximizing onsite work. System commissioning, preventive maintenance, and repair services were offered. Midstate Mechanical, Inc. has an aggregate bonding capacity of \$40 Million and holds a current B-1 and CR-37 Arizona Registrar of Contractors license.
- Sun Mechanical Contracting, Inc. was the number two ranking offer for Division 22 Plumbing job order contracting services. Value added services include the use of 3-D modeling and CAD to increase productivity. Members will have complete online access to all repair/service reports, work order history, and equipment logs. System commissioning, preventive maintenance, and repair services were offered. Sun Mechanical Contracting, Inc. has an aggregate bonding capacity of \$125 Million and holds a current B-1 and CR-37 Arizona Registrar of Contractors license.
- McCarthy Building Companies, Inc. was the number three ranking offer for Division 22 Plumbing job order contracting services. They provide complete plumbing projects, by conducting a "Pre-project Planning and Performance" meeting to identify goals, develop the schedule to meet the quality requirements and customer expectations. McCarthy Building Companies, Inc. is a national company that employ 796 local craft workers and can leverage additional support from four regional offices within a half a day of travel. McCarthy Building Companies, Inc. has an aggregate bonding capacity of \$6 Billion and holds a current A, B, B-1 and CR-37 Arizona Registrar of Contractors license.

JOC RFP 19F-0808 Award Recommendation

Heating, Ventilation and Air Conditioning Division 23 Heisman Ranking	Mike Nentwig	Michael Carter	Nancy Colbaugh	Jeff Bohnenkamp	Phil Allred	Average Rank
Midstate Mechanical, Inc.	1	1	1	1	1	1.00
Sun Mechanical Contracting, Inc.	2	2	2	2	3	2.20
McCarthy Building Companies, Inc.	4	5	3	3	2	3.40
Pueblo Mechanical and Controls, Inc.	5	3	4	4	4	4.00
HACI, Inc.	3	4	5	5	5	4.40

Details for the recommended awards are as follows for Division 23 Heating, Ventilation and Air Conditioning:

- Midstate Mechanical, Inc. was the number one ranking offer for Division 23 Heating, Ventilation and Air Conditioning job order contracting services. They can provide complete turnkey mechanical projects from their offices in Phoenix and Tucson and field offices in Flagstaff and Yuma. As a value add, they can provide 3-D modeling of projects allowing for the offsite prefabrication of HVAC systems. This reduces the impact to building operations and maximizing onsite work. System commissioning, preventive maintenance, and repair services were offered. Midstate Mechanical, Inc. has an aggregate bonding capacity of \$40 Million and holds a current B-1 and CR-39 Arizona Registrar of Contractors license.
- Sun Mechanical Contracting, Inc. was the number two ranking offer for Division 23 Heating, Ventilation and Air Conditioning job order contracting services. Value added services include the use of 3-D modeling and CAD to increase productivity. Members will have complete online access to all repair/service reports, work order history, and equipment logs. System commissioning, preventive maintenance, and repair services were offered. Sun Mechanical Contracting, Inc. has an aggregate bonding capacity of \$125 Million and holds a current B-1 and CR-39 Arizona Registrar of Contractors license.
- McCarthy Building Companies, Inc. was the number three ranking offer for Division 23 Heating, Ventilation and Air Conditioning job order contracting services. They provide complete mechanical projects, by conducting a "Pre-project Planning and Performance" meeting to identify goals, develop the schedule to meet the quality requirements and customer expectations. McCarthy Building Companies, Inc. is a national company that employ 796 local craft workers and can leverage additional support from four regional offices within a half a day of travel. McCarthy Building Companies, Inc. has an aggregate bonding capacity of \$6 Billion and holds a current A, B, B-1 and CR-39 Arizona Registrar of Contractors license.
- Pueblo Mechanical and Controls, Inc. was the number four ranking offer for Division 23 Heating, Ventilation and Air Conditioning job order contracting services. They can provide complete heating, ventilation and air conditioning projects from their offices in Phoenix and Tucson. This allows for quick response to customer emergencies. Pueblo Mechanical and Controls, Inc. can competitively access virtually all makes and models of equipment. System commissioning, preventive maintenance, and repair services were offered. Pueblo Mechanical Contracting, Inc. has an aggregate bonding capacity of \$45 Million and holds a current B-1 and CR-39 Arizona Registrar of Contractors license.
- HACI, Inc. was the fifth ranking offer for Division 23 Heating, Ventilation and Air Conditioning job order contracting services. They offered the ability to develop the most cost-effective HVAC systems through use of the design build / design assist process. They have fully automated fabrication facility and ample storage capabilities to provide "on-time" material deliveries. Repair services and maintenance service agreements were also offered. HACI, Inc. has an aggregate bonding capacity of \$80 Million and holds a current B-1 and CR-39 Arizona Registrar of Contractors license.

JOC RFP 19F-0808 Award Recommendation

Electrical Division 26 Heisman Ranking	Mike Nentwig	Michael Carter	Nancy Colbaugh	Jeff Bohnenkamp	Phil Allred	Average Rank
Rosendin Electric	1	1	1	1	1	1.00

Details for the recommended awards are as follows for Divisions 26 Electrical:

- Rosendin Electric was the number one ranking offer for Division 26 Electrical job order contracting services. They provided complete services for electrical projects including an engineering department with Arizona registered professional engineers. As a value add, Rosendin Electric capabilities include Building Information Modeling (BIM) that can electronically model a building to identify potential interferences between a building's utility and structural elements. Rosendin Electric has an aggregate bonding capacity of \$1.35 Billion and holds a current A, B-1, and C-11 Arizona Registrar of Contractors license.

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing sources for job order contracting construction services for general contracting, plumbing, heating, ventilation and air conditioning and electrical. No single offer demonstrated the ability to effectively, and efficiently meet all our members' needs for new construction, renovation, remodel, remediation, installation of new equipment or systems, replacement, repair or equipment maintenance services.

Award is recommended to the least number of offerors determined necessary to meet the members' requirements. The decision was 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.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing general contracting, plumbing, heating, ventilation and air conditioning, and electrical services that include construction, renovation, design, emergency services, brand continuity for system replacement and future expansion. Awarded 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.

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

The current contracts under JOC RFP 14G-0808 expire on September 3, 2019. It is recommended the awards under JOC RFP 19F-0808 take effect on September 4, 2019.

It is the recommendation of the evaluation committee that contracts be awarded to Caliente Construction, Inc., GCON, Inc., HACI, Inc., McCarthy Building Companies, Inc., Midstate Mechanical, Inc., Pueblo Mechanical and Controls LLC., Rosendin Electric, SD Crane Builders, Inc., SDB, Inc., and Sun Mechanical Contracting, Inc. for Job Order Contracting for Various Trades.

Not acceptable for further consideration after initial evaluation


BWC Enterprises Inc. dba Woodruff Construction - The bonding capacity letter required by *Special Term and Condition 1.2. Bonding Capacity* was not included in the offer.

Not recommended for award

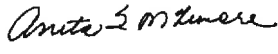
United Technologies Inc. dba UNI-TECH - The proposal received a lower score and a substantially higher coefficient than the three statewide offers recommended for award. The Division 22 Plumbing services included in the offer are provided by the higher scoring offerors recommended for award. There were no apparent price or additional services offered to substantiate award of this lower scoring proposal.

JOC RFP 19F-0808 Award Recommendation

Approval of the #19F-0808 award as recommended:

Signature: 
Nancy Colbaugh, CPPB
Contracts Manager

Date: August 30, 2019

Signature: 
Anita S. McLemore, C.P.M.
Executive Director

Date: August 30, 2019

State Agencies (<https://az.gov/agency-directory>)

State Services (<https://az.gov/directory/service/all>)

Visit OpenBooks (<https://openbooks.az.gov>)

Ombudsman-Citizens Aide (<http://www.azocba.gov>)

AZ.Gov (<https://az.gov/search/>)



(<https://az.gov>)

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms ([terms](http://roc.az.gov/terms)).

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR MIDSTATE MECHANICAL INC LICENSE NUMBER ROC 133325

THURSDAY AUGUST 29, 2019 03:08:34 PM

CONTRACTOR

NAME / ADDRESS / PHONE

Midstate Mechanical Inc

1900 E Riverview Dr

Phoenix, AZ 85034-6736

Phone: (602) 470-1920

STATUS / ACTION

Active

LICENSE

CLASS & DESCRIPTION

General Commercial B-1 General Commercial Contractor

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 1998-03-22

Renewed Through: 2020-03-31

This license is QP Exempt. [i](#)

QUALIFYING PARTY & PERSONNEL

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

Name: David John Jones
Position: Officer, FORMER
 Qualifying Party
Other Licenses:
[071451 \(/contractor-search?Id=a0Yt000000ACOKiEAX\)](#)
 (Midstate Mechanical Inc)
[148103 \(/contractor-search?Id=a0Yt000000ACUKiEAP\)](#)
 (Midstate Mechanical Inc)
[155427 \(/contractor-search?Id=a0Yt000000ACHKNEA5\)](#)
 (Midstate Mechanical Inc)
[295602 \(/contractor-search?Id=a0Yt000000ACWUQEAS\)](#) (EJ
 Mechanical LLC)
[295673 \(/contractor-search?Id=a0Yt000000ACMotEAH\)](#) (EJ
 Mechanical LLC)

Name: Kevin Wayne Carroll
Position: Officer
Other Licenses:
[103620 \(/contractor-search?Id=a0Yt000000ACPUJEAS\)](#) (Bold
 Framing Inc)
[106577 \(/contractor-search?Id=a0Yt000000ACP1nEAH\)](#) (Bold
 Framing Inc)
[116736 \(/contractor-search?Id=a0Yt000000ACZg0EAH\)](#) (Bold
 Construction Inc)
[071451 \(/contractor-search?Id=a0Yt000000ACOKiEAX\)](#)
 (Midstate Mechanical Inc)
[148103 \(/contractor-search?Id=a0Yt000000ACUKiEAP\)](#)
 (Midstate Mechanical Inc)
[155427 \(/contractor-search?Id=a0Yt000000ACHKNEAS\)](#)
 (Midstate Mechanical Inc)
[157377 \(/contractor-search?Id=a0Yt000000ACSjtEAH\)](#) (II K's
 Commercial Contracting LLC)

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

<p style="font-size: 2em; font-weight: bold;">0</p> <p>Open Cases <small>i</small></p>	<p>CLOSED CASES</p>	
	<p style="font-size: 2em; font-weight: bold;">0</p> <p>Disciplined Cases <small>i</small></p>	<p style="font-size: 2em; font-weight: bold;">0</p> <p>Resolved / Settled Cases <small>i</small></p>

BOND INFORMATION

How to collect from a license bond (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)

Bond Type: **SURETY**

Bond Number: **6603616**

Effective Date: **2009-11-30**

Bond Company: **SAFECO INSURANCE COMPANY AMERI**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 40000.00**

Status: **ACTIVE**

State Agencies (<https://az.gov/agency-directory>)

State Services (<https://az.gov/directory/services/all>)

Visit OpenBooks (<https://openbooks.az.gov>)

Ombudsman-Citizens Aide (<http://www.azoca.gov>)

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(<https://az.gov>)

DISCLAIMER

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DETAILS FOR MIDSTATE MECHANICAL INC LICENSE NUMBER ROC 155427

THURSDAY AUGUST 29, 2019 03:08:49 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

CLASS & DESCRIPTION

Midstate Mechanical Inc

Specialty Dual CR-37 Plumbing

1900 E Riverview Dr

Phoenix, AZ 85034-6736

Phone: (602) 470-1920

ENTITY TYPE

Corporation

STATUS / ACTION

ISSUED / RENEWAL

Active

First Issued: 2000-05-25

Renewed Through: 2020-05-31

This license is QP Exempt. i

QUALIFYING PARTY & PERSONNEL

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

Name: David John Jones
Position: Officer, FORMER
 Qualifying Party
Other Licenses:
[071451 \(/contractor-search?Id=a0Yt000000ACOkIEAX\)](#)
 (Midstate Mechanical Inc)
[133325 \(/contractor-search?Id=a0Yt000000ACRNzEAP\)](#)
 (Midstate Mechanical Inc)
[148103 \(/contractor-search?Id=a0Yt000000ACUKiEAP\)](#)
 (Midstate Mechanical Inc)
[295602 \(/contractor-search?Id=a0Yt000000ACWUQEAS\)](#) (EJ
 Mechanical LLC)
[295673 \(/contractor-search?Id=a0Yt000000ACMotEAH\)](#) (EJ
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Name: Kevin Wayne Carroll
Position: Officer
Other Licenses:
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 Framing Inc)
[106577 \(/contractor-search?Id=a0Yt000000ACP1nEAH\)](#) (Bold
 Framing Inc)
[116736 \(/contractor-search?Id=a0Yt000000ACZg0EAH\)](#) (Bold
 Construction Inc)
[071451 \(/contractor-search?Id=a0Yt000000ACOkIEAX\)](#)
 (Midstate Mechanical Inc)
[133325 \(/contractor-search?Id=a0Yt000000ACRNzEAP\)](#)
 (Midstate Mechanical Inc)
[148103 \(/contractor-search?Id=a0Yt000000ACUKiEAP\)](#)
 (Midstate Mechanical Inc)
[157377 \(/contractor-search?Id=a0Yt000000ACSjtEAH\)](#) (II K's
 Commercial Contracting LLC)

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CLOSED CASES		
0 Open Cases <small>i</small>	0 Disciplined Cases <small>i</small>	0 Resolved / Settled Cases <small>i</small>

BOND INFORMATION

How to collect from a license bond (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)

Bond Type: **SURETY**

Bond Number: **6628429**

Effective Date: **2009-04-27**

Bond Company: **SAFECO INSURANCE COMPANY OF AM**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 46000.00**

Status: **ACTIVE**

State Agencies (<https://az.gov/agency-directory>)

State Services (<https://az.gov/directory/services/all>)

Visit OpenBooks (<https://openbooks.az.gov>)

Ombudsman-Citizens Aide (<http://www.azoca.gov>)

AZ.Gov (<https://az.gov/search/>)



(<https://az.gov>)

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DETAILS FOR MIDSTATE MECHANICAL INC LICENSE NUMBER ROC 071451

THURSDAY AUGUST 29, 2019 03:08:59 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

CLASS & DESCRIPTION

Midstate Mechanical Inc

1900 E Riverview Dr

Phoenix, AZ 85034-6736

Phone: (602) 470-1920

**Specialty Commercial C-4 Boilers, Steamfitting
and Process Piping**

ENTITY TYPE

Corporation

STATUS / ACTION

ISSUED / RENEWAL

Active

First Issued: 1987-12-08

Renewed Through: 2021-09-30

This license is QP Exempt. i

QUALIFYING PARTY & PERSONNEL

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 (Midstate Mechanical Inc)
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[155427 \(/contractor-search?Id=a0Yt000000ACHKNEA5\)](#)
 (Midstate Mechanical Inc)
[157377 \(/contractor-search?Id=a0Yt000000ACSjtEAS\)](#) (II K's
 Commercial Contracting LLC)

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

<h1 style="font-size: 2em; margin: 0;">0</h1> <p style="margin: 0;">Open Cases </p>	<p style="margin: 0;">CLOSED CASES</p>	
	<h1 style="font-size: 2em; margin: 0;">0</h1> <p style="margin: 0;">Disciplined Cases </p>	<h1 style="font-size: 2em; margin: 0;">0</h1> <p style="margin: 0;">Resolved / Settled Cases </p>

BOND INFORMATION

How to collect from a license bond (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)

Bond Type: **SURETY**

Bond Number: **6628430**

Effective Date: **2009-04-23**

Bond Company: **SAFECO INSURANCE COMPANY OF AM**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 5000.00**

Status: **ACTIVE**

State Agencies (<https://az.gov/agency-directory>)

State Services (<https://az.gov/directory/service/all>)

Visit OpenBooks (<https://openbooks.az.gov>)

Ombudsman-Citizens Aide (<http://www.azocca.gov>)

AZ.Gov (<https://az.gov/search/>)



(<https://az.gov>)

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (/terms).

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR MIDSTATE MECHANICAL INC LICENSE NUMBER ROC 148103

THURSDAY AUGUST 29, 2019 03:08:11 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

Midstate Mechanical Inc

1900 E Riverview Dr
Phoenix, AZ 85034-6736

Phone: (602) 470-1920

STATUS / ACTION

Active

CLASS & DESCRIPTION

Specialty Dual CR-39 Air Conditioning and Refrigeration

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 1999-08-30

Renewed Through: 2021-08-31

This license is QP Exempt. i

QUALIFYING PARTY & PERSONNEL

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

Name: David John Jones
Position: Officer, FORMER
 Qualifying Party
Other Licenses:
[071451 \(/contractor-search?Id=a0Yt000000ACOKIEAX\)](#)
 (Midstate Mechanical Inc)
[133325 \(/contractor-search?Id=a0Yt000000ACRNzEAP\)](#)
 (Midstate Mechanical Inc)
[155427 \(/contractor-search?Id=a0Yt000000ACHKNEA5\)](#)
 (Midstate Mechanical Inc)
[295602 \(/contractor-search?Id=a0Yt000000ACWUQEA5\)](#) (EJ
 Mechanical LLC)
[295673 \(/contractor-search?Id=a0Yt000000ACMotEAH\)](#) (EJ
 Mechanical LLC)

Name: Kevin Wayne Carroll
Position: Officer
Other Licenses:
[103620 \(/contractor-search?Id=a0Yt000000ACPUJEA5\)](#) (Bold
 Framing Inc)
[106577 \(/contractor-search?Id=a0Yt000000ACP1nEAH\)](#) (Bold
 Framing Inc)
[116736 \(/contractor-search?Id=a0Yt000000ACZg0EAH\)](#) (Bold
 Construction Inc)
[071451 \(/contractor-search?Id=a0Yt000000ACOkIEAX\)](#)
 (Midstate Mechanical Inc)
[133325 \(/contractor-search?Id=a0Yt000000ACRNzEAP\)](#)
 (Midstate Mechanical Inc)
[155427 \(/contractor-search?Id=a0Yt000000ACHKNEA5\)](#)
 (Midstate Mechanical Inc)
[157377 \(/contractor-search?Id=a0Yt000000ACSjtEAH\)](#) (II K's
 Commercial Contracting LLC)

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

CLOSED CASES		
0 Open Cases <small>i</small>	0 Disciplined Cases <small>i</small>	0 Resolved / Settled Cases <small>i</small>

BOND INFORMATION

How to collect from a license bond (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)

Bond
Type: **SURETY**

Bond
Number: **6603592**

Effective
Date: **2008-11-05**

Bond
Company: **SAFECO INSURANCE
COMPANY OF AM**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 52500.00**

Status: **ACTIVE**

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael Nentwig Contracts Specialist I EMPLOYER MESC
ADDRESS 625 East Beale St. Kingman AZ 86401 PHONE 928-718-3203
Contract Specialist working with: Self.

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

I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), 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.

Responsive Statement of Qualifications: A responsive Statement of Qualifications conforms in all respects to the material requirements of the solicitation. The Statement of Qualifications shall be responsive to receive further consideration. Mohave reserves the right to waive minor informalities.

The Request for Qualifications is the first of a two-step procurement process. Contracts, if any, will be awarded in accordance with the subsequent 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 electrical services. The final list shall be at least three, but no more than five offerors.

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

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

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

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

(Yes) (No)

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

New Evaluator

Returning Evaluator

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

Business Interest

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

No

Yes Please describe below (attach sheet if necessary):

Liability

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

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

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

Signature [Handwritten Signature]

Date 6/7/19.

Signature by Mohave: Anita S. Moore

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE JEFF BOHNENKAMP - SR PROJECT MGR EMPLOYER ESB DESIGN + BUILD
ADDRESS 11280 W ADONIS ROAD, MARANA, AZ 85658 PHONE 520-682-9024

Contract Specialist working with: _____

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

TB I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), 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.

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The Request for Qualifications is the first of a two-step procurement process. Contracts, if any, will be awarded in accordance with the subsequent 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 electrical services. The final list shall be at least three, but no more than five offerors.

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

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TB (Yes) _____ (No) _____

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

New Evaluator

Returning Evaluator

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No

Yes

Please describe below (attach sheet if necessary):

ESB has a MOHAVE CONTRACT FOR MODULAR BUILDINGS

Liability

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

1. Intentionally or knowingly violating any provision of sections 38-503 through 38-505 is guilty of a CLASS 6 FELONY.
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TB I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

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

Signature _____

Date 6/20/19

Signature by Mohave: _____

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Phil Alford, Asst. City Engineer EMPLOYER City of Kingman
ADDRESS 310 N. 4th Street PHONE (928) 753-8124
Contract Specialist working with: Mike Nertwig

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

I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), 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.

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

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

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(Yes) (No)

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

New Evaluator

Returning Evaluator

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No

Yes Please describe below (attach sheet if necessary):

Liability

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

I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws. I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. 38-501 through 38-510.

Signature Phil Alford

Date 6/10/18

Signature by Mohave: Amrita S. M. Suresh

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Nancy Colbaugh Contracts Manager EMPLOYER MESC, Inc.
ADDRESS 625 E. Beale Street PHONE 928-753-6945
Contract Specialist working with: Mike Neuberg, CPPB

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

NC I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), 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.

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

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

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

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

N/A (Yes) (No)

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

New Evaluator

Returning Evaluator

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No

Yes Please describe below (attach sheet if necessary):

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Signature Nancy Colbaugh

Date 6/16/19

Signature by Mohave Ante S. M. M. M.

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

RFQ 19F-0605 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael S. Carter EMPLOYER Mohave Educational
ADDRESS 625 E. Beale St. Kingman AZ PHONE 928-753-6945
Contract Specialist working with: Mike Nentwig

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

(u) I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.
The RFQ evaluation criteria is as follows:

Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), 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.

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(Yes) (No)

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

New Evaluator

Returning Evaluator

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No

Yes Please describe below (attach sheet if necessary):

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

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

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

Signature Michael S. Carter

Date 6/11/19

Signature by Mohave: Anita S. Munsere

Mohave Educational Services Cooperative, Inc., 625 E. Beale St. Kingman AZ, 86401

SAM Search Results
List of records matching your search for :

Search Term : Midstate Mechanical, Inc.*
Record Status: Active

ENTITY Midstate Mechanical, Inc.	Status: Active
---	----------------

DUNS: 154269195	+4:	CAGE Code: 391R7	DoDAAC:
-----------------	-----	------------------	---------

Expiration Date: 03/31/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
-----------------------------	---------------------------	-----------------------------

Address: 1900 E Riverview Dr
City: Phoenix
ZIP Code: 85034-6736

State/Province: ARIZONA
Country: UNITED STATES

[State Agencies \(https://az.gov/agency-directory/\)](https://az.gov/agency-directory/)

[State Services \(https://az.gov/directories/services/all/\)](https://az.gov/directories/services/all/)

[Visit OpenBooks \(https://openbooks.az.gov/\)](https://openbooks.az.gov/)

[Ombudsman-Citizens Aide \(http://www.azoca.gov/\)](http://www.azoca.gov/)

[AZ.Gov \(https://az.gov/search/\)](https://az.gov/search/)



[\(https://az.gov/\)](https://az.gov/)

[State Agencies \(https://az.gov/agency-directory/\)](https://az.gov/agency-directory/)

[State Services \(https://az.gov/directories/services/all/\)](https://az.gov/directories/services/all/)

[Visit OpenBooks \(https://openbooks.az.gov/\)](https://openbooks.az.gov/)

[Ombudsman-Citizens Aide \(http://www.azoca.gov/\)](http://www.azoca.gov/)

[AZ.Gov \(https://az.gov/search/\)](https://az.gov/search/)



[\(https://az.gov/\)](https://az.gov/)

ARIZONA

DEPARTMENT OF ADMINISTRATION
PROCUREMENT

(/)

The online home of the Arizona State Procurement Office

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Suspended and Debarred Firms

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[Suspended and Debarred Firms \(/administration-policy/state-procurement-resource/suspended-debarred-firms\)](#)

SUSPENDED AND DEBARRED FIRMS

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

THERE ARE NO SUSPENDED OR DEBARRED FIRMS AT THIS TIME.



[Contact Us \(/contact-us\)](/contact-us)

State Procurement Office, ADOA Building

100 N. 15th Ave., Suite 402

Phoenix, AZ 85007

Find in Google Maps

(<https://www.google.com/maps/place/100+N+15th+Ave+%23201/@33.4490935,-112.0926353,17z>)

[STATEWIDE POLICIES \(HTTP://AZ.GOV/POLICIES\)](http://az.gov/policies)

[SITE MAP \(/SITEMAP\)](/sitemap)



REQUEST FOR QUALIFICATIONS 19F-0605

Job Order Contracting for Various Construction Trades

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks Statements of Qualifications to establish contract(s) for Job Order Contracting for Various Construction Trades. A copy of this RFQ is available for public inspection at 625 East Beale Street, Kingman, AZ 86401.

Due Date and Time: Wednesday, June 5, 2019 at 3:00 p.m. (local Arizona time)

Pre-Qualifications Conference: Wednesday, May 15, 2019 at 10:00 a.m. (local Arizona time)
Meeting Bridge Conference Call – Audio Only
For login information contact Michael Nentwig,
no later than Tuesday, May 14, 2019.

Last Day for Questions: Wednesday, May 29, 2019 at 5:00 p.m. (local Arizona time)

Request for Qualifications Questions Must Be Directed To:

Michael Nentwig, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3203

To be considered, Statements of Qualifications shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or package with RFQ 19F-0605, offeror's name, mailing address, and Statement of Qualifications due date and time clearly indicated on the envelope or package. Statements of Qualifications must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Statements of Qualifications shall be opened immediately following the Statement of Qualifications due date and time, with the name of each offeror publicly read and recorded. Late Statements of Qualifications 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 Statement of Qualifications and are advised herein that late Statements of Qualifications shall be handled as specified by Arizona procurement rules and code.

Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a Statement of Qualifications. Failure to examine any of the requirements will be at the offeror's risk.

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

A handwritten signature in black ink that reads 'Anita S. McLemore'.

Anita S. McLemore, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: May 1, 2019

Template Rev. 19-1

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

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this Statement of Qualifications.

_____ Confidential/proprietary materials have been included with this Statement of Qualifications. Offerors shall identify below any portion of their Statement of Qualifications deemed confidential or proprietary (see General Terms and Conditions 4. Confidential Information).

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

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure. Requests to deem the entire offer or pricing as confidential shall not be considered.

Firm

Authorized Signature

Instructions to Offeror and Checklist Form
(Place after Tab 3a)

_____ 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 Work 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 the following sub-tabs as described.

_____ **Tab 2a** – Table of Contents is placed after Tab 2a.

_____ **Tab 2b** – Letter of Introduction is placed after Tab 2b.

_____ **Tab 2c** – Basic Company Information is placed after Tab 2c.

_____ **Tab 2d** – General and/or Specialty Contracting information is placed after Tab 2d.

_____ **Tab 2e** – Form of Ownership is placed after Tab 2e.

_____ **Tab 2f** – Company Personnel Information is placed after Tab 2f.

_____ A completed Standard Form 330 is placed after Tab 2f.

_____ **Tab 2g** – A complete List of Consultants and Subcontractors is placed after Tab 2g

_____ **Tab 2h** – Financial Information is placed after Tab 2h.

_____ **Tab 2i** – A current certificate or certificates of insurance (**see General Term and Condition 10.1 Insurance**) is placed after Tab 2i.

_____ **Tab 2j** – Past Performance information is placed after Tab 2j.

_____ **Tab 2k** – Contract Management Plan is placed after Tab 2k.

_____ **Tab 2l** – Quality Management Plan is placed after Tab 2l.

_____ **Tab 2m** – Subcontractor Management Plan is placed after Tab 2m.

_____ **Tab 2n** – Safety Plan is placed after Tab 2e.

• **Tab 3: Additional Information**

_____ **Tab 3a** – Completed *Instructions to Offeror and Checklist Form* is placed after Tab 3a.

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

Scope of Work
(Place after Tab 1d)

Mohave currently has two active and one expired JOC contracts (14G-0808) for general contracting. Activity under the contracts from 09/03/14 including year to date activity (as of the publication date of this RFQ) is \$101,558,666.

Mohave currently has one JOC contract (14G-0808) for Division 23. Activity under this contract from 09/03/14 including year to date activity (as of the publication date of this RFQ) is \$84,207,330.

This information is provided as an aid to vendors in preparing Statements of Qualifications only. If awarded a contract under a subsequent RFP, the coefficient(s) and any other pricing shall apply regardless of the dollar volume of orders under the contract. Work shall be performed at various locations statewide.

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 Qualifications Issued	May 1, 2019
Pre-qualifications Conference Held	May 15, 2019 at 10:00 a.m. (local AZ time) Pre-qualifications conference will be held using <i>Meeting Bridge</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	May 29, 2019 at 5:00 p.m. (local AZ time)
Published Request for Qualifications Due Date and Time	June 5, 2019 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Request for Qualifications	June 5, 2019 at 3:00 p.m. (local AZ time)
Selection of Final List (<i>estimated date only</i>)	June 14, 2019 NOTE: Notification will be sent by email to all selectee(s) and non-selectee(s) for the final list on or before this date.
Request for Proposals Issued (<i>estimated date only</i>)	July 1, 2019

3. SUBMISSION OF STATEMENT OF QUALIFICATIONS

3.1. The Statement of Qualifications shall provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the 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 *Instructions to Offeror and Checklist Form*.

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

General Terms and Conditions
(Place after Tab 1c)

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

1. AVAILABILITY OF FUNDS

Member funding 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.

2. 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.

3. CERTIFICATION

By signing the *Offer and Signature Form* (page 2 of the Request for Qualifications), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, and other documents in this solicitation.
- The submission of the offer 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 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 work, specifications, and other documents of this Request for Qualifications and the subsequent Request for Proposal.
- If awarded a subsequent 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 current federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

General Terms and Conditions
(Place after Tab 1c)

7.3. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of the subsequent RFP, as well as any subsequent RFP 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.

7.4. Severability: The provisions of any subsequent 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.

8. COOPERATIVE PURCHASING

8.1. Cooperative purchasing: Any subsequent 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 offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

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

8.3. Eligible agencies: Any subsequent contract awarded from this solicitation process shall be available to all members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 450 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 shall be at the sole discretion of Mohave's members.

8.4. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. 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. 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.

9. EVALUATION and AWARD

9.1. Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(C), 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.

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

General Terms and Conditions
(Place after Tab 1c)

10. INSURANCE

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

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

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation

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

Provide evidence of current insurance coverage after Tab 2i.

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

10.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000.

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

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

10.6. 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 Arizona state statute and evidenced by a certificate of insurance.

11. LICENSES

A contract vendor for JOC construction services shall be licensed to perform construction pursuant to ARS, Title 32, Chapter 10. The 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 contractor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

General Terms and Conditions
(Place after Tab 1c)

20. TERM OF CONTRACT AND EXTENSION

20.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or 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 (contract modification) exists unless and until contract vendor is so notified by Mohave.

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

21. TIME (DEFINITION OF)

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

General Terms and Conditions Acceptance Form
(Place after Tab 1c)

Signature on Page 2 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 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. 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 explain how the exceptions/deviations meet or exceed the requirements. Unacceptable exceptions/deviations shall remove your Statement of Qualifications from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

Statement of Qualifications Submittal
(Place after Tab 2)

GENERAL SERVICES ADMINISTRATION STANDARD FORM 330:

While the title of this form is "Architect-Engineer Qualifications", the intent is to have the firm responding to this Request for Qualifications fill out the form. We are not looking for you to obtain the services of an architect and/or engineering firm to fill out this form. The form is to be used to review your qualifications, as applicable under our Request for Qualifications.

Pages 1 - 8 of Standard Form 330 are instructions to assist you in filling out the form. Standard Form 330 Pages 1 - 5 (marked as Part I - Contract - Specific Qualifications) should be filled out and returned with your Statement of Qualifications. Page 6 of Standard Form 330 (marked as Part II - General Qualifications) will only need to be used if you have more than one branch office that would be seeking work under an awarded contract.

Section C "Proposed Team" (page 1 of Instructions) asks for information about your key subcontractors. You may skip this portion of the form, as this information is required in section g, "Consultants and Subcontractors", below.

g. Consultants and Subcontractors

- Provide the names and locations of consultants and subcontractors you plan to use, if any.
- List or describe the services to be provided by each.
- Provide a statement of your subcontractors' experience providing the services, particularly in a JOC setting.

h. Financial Information

- 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"), or your firm's latest annual financial report.
- Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history.
- Current audited annual financial reports in lieu of letters from financial institutions may be submitted. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audit annual financial report submitted in response to this Request for Qualifications.
- All financial information will be kept confidential. These letters will only be used to evaluate qualifications and will not be made available to the public.
- Provide a letter from your bonding company indicating the ability to bond JOC orders under the contract, and your current bonding capacity.
- Provide any judgments or liens against your firm within the last three years.
- Provide any current unresolved bond claims against your firm.
- Provide any filing under the United States Bankruptcy Code, assignments for the benefit of creditors, or other measures taken for protection against creditors during the last three years.

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.
- A sample certificate may be provided. However, before any orders are processed the successful contractor under the sequential awarded Request for Proposal shall provide a certificate that names Mohave as a certificate holder.

Statement of Qualifications Submittal
(Place after Tab 2)

- How will you ensure acceptable quality for work performed by subcontractors?
- How will you address controversies and claims related to work performed by subcontractors?
- Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.
- For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements specified in the subcontractor management plan as outlined above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.

n. Safety

- Provide a copy of your firm's safety management plan.
- Provide a copy of your firm's safety training program.
- Provide a 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 shall be signed by an appropriate individual employed by the insurance company.



REQUEST FOR PROPOSAL 19F-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 contract(s) for Job Order Contracting for General Contracting, Plumbing, Electrical and Heating, Ventilation and Air Conditioning Services. A copy of this RFP is available for public inspection at 625 East Beale Street, Kingman, AZ 86401.

Due Date and Time: Thursday, August 8, 2019 at 3:00 p.m. (local Arizona time)

Last Day For Questions: Thursday, August 1, 2019 at 5:00 p.m. (local Arizona time)

RFP Questions Must Be Directed To: Michael Nentwig, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3203

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 package with RFP 19F-0808, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or package. 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.

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 risk.

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.

A handwritten signature in black ink that reads 'Anita S. McLemore'.

**Anita S. McLemore, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.**

Publish Date: July 8, 2019

Template Rev. 19-3

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

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer.

_____ Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer deemed confidential or proprietary (see General Terms and Conditions 6. Confidential Information).

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

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure. Requests to deem the entire offer or pricing as confidential shall not be considered.

Firm

Authorized Signature

Technical Proposal – Instructions to Offeror and Checklist Form
(Place after Tab 5a)

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

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

_____ **Tab 1f** – The original bid bond/alternate bid security (as detailed in the Special Terms and Conditions) in the amount of \$100,000 is placed after Tab 1f.

_____ Your current single job and aggregate bonding capacity information (**see Special Terms and Conditions 1.2 Bonding Capacity**) as required is placed after Tab 1f.

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

_____ A copy of OMB standard form LLL, *Disclosure of Lobbying Activities* (if applicable) is placed after Tab 1g.

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

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

Failure to complete and submit the Anti-Lobbying Certificate (Tab 1g) and USDA Form AD-1048 (Tab 1h) shall render your proposal nonresponsive.

• **Tab 2: Primary Vendor Information**

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

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

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

_____ **Tab 2c** – A completed Past Performance and Management Plans are placed after Tab 2c.

_____ **Tab 2d** – A current certificate or certificates of insurance (**see Special Terms and Conditions 5.1 Insurance**) is placed after Tab 2d.

_____ **Tab 2e** – Financial information (statement from financial institution or letter of credit) is placed after Tab 2e.

• **Tab 3: (Reserved for Price Proposals after contract award)**

• **Tab 4: Supporting Contract Documents**

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

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

_____ **Tab 4c** – Extended warranty or maintenance service plan information (if applicable) is placed after Tab 4c.

• **Tab 5: Additional Information**

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

_____ **Tab 5b** – Descriptive literature, slicks and any other supporting printed data are placed after Tab 5b.

• **Tab 6: (Reserved for your Request for Qualifications response after contract award)**

Technical Proposal - Scope of Work
(Place after Tab 1e)

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for Job Order Contracting construction services for General Contracting, Plumbing, Electrical and Heat, Ventilation and Air Conditioning as specified within this Request for Proposal. These services are requested for Mohave's statewide membership of approximately 450 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

Because any work under this contract will be on a Job Order basis, exact project details are not available. 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 7 - Article 11, Arizona Revised Statute § 34 and Arizona Revised Statute § 41.

Job Order Contracting services in this Request for Proposal may include, but not be limited to: general contracting services for construction, installation, repair, and upgrades. Specialty projects such as, plumbing, electrical and heating, ventilation and air conditioning are requested.

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 a predetermined General and Administrative (G&A) percentage and profit mark-up to subcontractor price quotes or total direct project costs. *Trade Service* 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., plumbing, electrical and heating, ventilation and air conditioning). Any contract(s) awarded under this RFP are in addition to but will not replace these 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 19F-0605 notification of advancement letter.

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

Plumbing 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 Conditioning Division 23: Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of heating, ventilation and air conditioning equipment.

Electrical Division 26: Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of electrical equipment.

Technical Proposal - Scope of Work
(Place after Tab 1e)

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* for products.

5. AWARD CRITERIA

The weighted award criteria for this solicitation 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:

<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
References, past performance information and other pertinent information	5
	Technical Proposal Total 100
Price Proposal Evaluation	
Cost (Coefficients, and Open Book Rates, <i>Trade Service</i> if offered)	65
Other project costs, e.g. travel, meals and incidental expenses (M&IE), transportation costs, energy costs, ownership costs, life cycle costs	10
	Price Proposal Total 75
	Grand Total 175

References and definitions used for specifications:

National Electrical Contractors Association (NECA): www.neca-neis.org

Technical Proposal - Specifications
(Place after Tab 1e)

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.		
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.		
1.1.10	All materials and equipment furnished under the contract shall be of brands and models acceptable to the member.		
1.1.11	During progress of any job order that includes drawings, contract vendor shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings. Contract vendor shall 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.		
1.1.12	Record drawings shall include the actual location of all sub-surface utility lines and any overhead obstructions, as applicable.		
1.1.13	When requested or required by member, contract vendor shall provide reproducible, professional drafting quality drawings. The 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.		
1.1.14	The contract vendor shall promptly notify the member in writing if any discrepancies in, or omissions from, any plans, drawings, specifications, and any other document for the project are discovered. The contract vendor shall not proceed with the project without written direction from the member.		
1.1.15	Contract vendor's personnel may be permitted to use toilet facilities on the premises subject to approval from the member. In the event none are available, contract vendor shall, at the contract vendor's expense, provide portable facilities.		
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 to have access to that portion of the area within which work is to be performed.		
1.1.17	Contract vendor shall not build upon or conceal defective work.		
1.1.18	Materials classified by the member as salvageable or repairable shall remain the property of the member.		
1.1.19	Materials not classified by the member as salvageable or repairable shall be disposed of in accordance with current applicable federal, state and local laws and codes.		
1.1.20	The contract vendor shall immediately notify the member if asbestos is identified in the work area. The member 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.		
1.1.21	Contract vendor shall conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies shall be corrected prior to final inspection.		

Technical Proposal - Specifications
(Place after Tab 1e)

<p>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 RS Means Online or Costworks CDs: 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).</p>															
<p>1.2.08 Scope of work within Division 26 of the Construction Specifications Institute: The UPB for Division 26 Electrical shall be the current edition of the RS Means Online or Costworks CDs Electrical Cost Data. Contract vendor may perform plumbing and electrical related services, such as unit repairs, services, and installations for equipment and processes within Divisions 2 (Demolition), 11 (Equipment), and 13 (Special Construction: Controls and Instrumentation).</p>															
<p>1.2.09 Scope of work within Division 26 of the Construction Specifications Institute: To complete an electrical project using other ancillary services from other divisions, use of current editions of RS Means Online or Costworks CDs: 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 electrical job shall not be allowed under this contract).</p>															
<p>1.2.10 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.</p>															
<p>1.2.11 The total value of applicable line items and quantities shall be multiplied by the appropriate CCI and the specified coefficient to determine the lump sum cost of each job order.</p>															
<p>1.2.12 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:</p> <table border="0" data-bbox="300 1489 1109 1615"> <tr> <td>Date of Quote</td> <td>Item Number</td> <td>Applicable CCI:</td> </tr> <tr> <td>Item Description</td> <td>Number of Units</td> <td>(Year and Quarter)</td> </tr> <tr> <td>Total Line Cost</td> <td>Line Items Subtotal</td> <td>Unit Price</td> </tr> <tr> <td>Coefficient</td> <td>Unit Price Book used</td> <td>Grand Total</td> </tr> </table>	Date of Quote	Item Number	Applicable CCI:	Item Description	Number of Units	(Year and Quarter)	Total Line Cost	Line Items Subtotal	Unit Price	Coefficient	Unit Price Book used	Grand Total			
Date of Quote	Item Number	Applicable CCI:													
Item Description	Number of Units	(Year and Quarter)													
Total Line Cost	Line Items Subtotal	Unit Price													
Coefficient	Unit Price Book used	Grand Total													
<p>1.2.13 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.</p>															

Technical Proposal - Specifications
(Place after Tab 1e)

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 explain why 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. Contract vendor shall provide member explanation for any rejected low quote.	
1.3.03	All costs shall be identified in the Open Book Pricing workbook and included in your price proposal.	
1.3.04	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.	
1.3.05	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 with current applicable environmental laws; marketing; and Mohave's 1% administrative fee.	
1.3.06	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.	
1.3.07	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.	
1.3.08	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 19F-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.	
1.4 Pricing – Trade Service Requirements		
1.4.01	As an alternative pricing methodology for service, repair, and maintenance projects, <i>Trade Service</i> price guide may be offered for product pricing. <i>Trade Service</i> price guide shall be for division(s) being offered.	
1.4.02	The <i>Trade Service</i> price guide shall be based on the most recent release of <i>Trade Service eData Flex Pricing Service</i> .	

Technical Proposal - Specifications
(Place after Tab 1e)

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.		
1.6.03	Design services shall be provided in accordance with current applicable federal, state and local laws and codes.		
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. Such services are only allowable as part of an executed Job Order Contracting purchase order.		
1.6.05	Engineering services shall be provided in accordance with current applicable federal, state and local laws, and codes.		
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. Such services are only allowable as part of an executed Job Order Contracting purchase order.		
1.6.07	Maintenance services shall be provided in accordance with current applicable federal, state and local laws and codes.		
1.6.08	There shall be no charge for repair services prior to expiration of the warranty period.		

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

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

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Firm Name)

(Signature)

(Print Name)

(Print Title)

(Date Certified)

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

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on 1 (RFP page 20) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Based upon the regional map on Page 18, 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: Percentage of Business	b: Regions You Will Provide Services In	c: Regions Sales Force Will Target
1	Mohave			
2	Coconino			
3	Yavapai			
4	Navajo and Apache			
5	Maricopa, Pinal and Gila			
6	La Paz, Yuma			
7	Pima, Santa Cruz, Cochise, Graham and Greenlee			

Technical Proposal – Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b and 2e)

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

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the services in this solicitation as follows:
 - A short narrative description of what you are offering for this contract.
 - A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are proposing, and your firm's philosophy of doing business.
 - Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.
2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.
3. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.

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

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

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

5. **Place after Tab 2b:** Provide copy of current of all Arizona contractor's licenses held by your company.
6. **Place after Tab 2e:** 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.*

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

Technical Proposal – Primary Vendor Information
Past Performance and Management Plans
(Place after Tab 2c)

- 7) Describe your Quality Management Plan.
- a. *How do you set goals and monitor the performance of your company?*
 - b. *How do you inspect the work to ensure quality?*
 - c. *How do you stay on schedule?*
 - d. *What is your complaint and dispute resolution procedure?*
 - e. *Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.*
- 8) Describe your Subcontractor Management Plan.
- a. *Provide a statement of your plan for managing subcontractors.*
 - b. *Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract. (See Special Term and Condition 12.6.)*
 - c. *How will you recruit subcontractors, particularly in the local communities where work will be performed?*
 - d. *Describe how you would use local subcontractors to accomplish the work.*
 - e. *How will you ensure acceptable quality for work performed by subcontractors?*
 - f. *How will you address controversies and claims related to work performed by subcontractors?*
 - g. *Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.*
 - h. *Provide a list, including firm name, location, and current license number, for subcontractors your firm currently uses.*
 - i. *For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements specified in the subcontractor management plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.*
- 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.*
 - b. *If your EMR is greater than 1, what actions will you take to lower it?*
 - c. *Describe your firm's safety oversight. Do you have a safety manager?*
 - d. *Describe the safety training used by your firm and provide a copy of your firm's safety training program.*

Price Proposal – Primary Vendor Information
(Place in a clearly marked, separate sealed envelope)

- 5. Trade Service Price Guides for items and services not included in the UPB:**
- The pricing methodology to determine the Mohave price shall be:
 - Discount off list (specify discount).
 - Discount off Column Two (specify discount) when List Price is unavailable.
- 6. Professional Services (Provide the applicable hourly rate for each service offered. No coefficient will be applied to these rates.)**
- Design Services
 - Engineering Services
 - Other Professional Services (specify service and rate)
- 7. Maintenance Services and Extended Warranties (Provide the cost for all maintenance services and extended warranties that are available after the warranty period. No coefficient will be applied to these prices.)**
- 8. Other Charges (Provide any additional costs, or incidental charges. Such charges may include the items listed below. No coefficient will be applied to these charges.)**
- 100% Performance and Payment Bonds
 - Meals and incidental expenses (M&IE), transportation and lodging
 - Mobilization (Indicate when mobilization charges would apply.)
NOTE: Mobilization may only be used with projects priced using Trade Service and labor. Mobilization charges shall not be allowed with UPB or Open Book Pricing methodologies.
 - Other
- 9. Will you offer members a quick pay discount if payment is made within 10 or 20 days? Yes ___ No ___**
- If Yes, what is the discount for 10 days? _____ 20 days? _____

Travel Description

If travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

Bond Methodology Description

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you to use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied). Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

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

7. Contacts for Mohave:

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

Title _____ Email address _____
Phone number _____ Fax _____

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

Title _____ Email address _____
Phone number _____ Fax _____

Accounting contact: _____
(*Shall be the main point of contact for accounting issues.*)

Title _____ Email address _____
Phone number _____ Fax _____

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

Title _____ Email address _____
Phone number _____ Fax _____

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

Title _____ Email address _____
Phone number _____ Fax _____

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

Title _____ Email address _____
Phone number _____ Fax _____

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

Title _____ Email address _____
Phone number _____ Fax _____

Marketing contact: _____
(*Shall be the main point of contact for providing marketing information for Mohave's website.*)

Title _____ Email address _____
Phone number _____ Fax _____

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

Will members be required to sign supplemental or end-user agreements (sales, maintenance)?
(See **3.1 Contract vendor documents** in the Special Terms and Conditions)

Yes No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

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

Technical Proposal – Bid Bond
(Place after Tab 1f)

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, (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 Job Order Contracting for Various Construction Trades.

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 _____ day of _____, 20__.

PRINCIPAL SEAL

BY

SURETY SEAL

BY

AGENCY OF RECORD

Technical Proposal – Special Terms and Conditions
(Place after Tab 1d)

3.4. 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.

4. INSTALLATION

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

5. INSURANCE

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

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

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation

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

Provide evidence of current insurance coverage after Tab 2d.

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

5.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000.

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

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

5.6. 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 Arizona state statute and evidenced by a certificate of insurance.

Technical Proposal – Special Terms and Conditions
(Place after Tab 1d)

10.7. 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 shall be grounds for terminating the contract.

10.8. 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.

10.9. 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 thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

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

- a. Coefficient applied to a UPB
- b. Coefficient applied to UPB labor and equipment. *Trade Service* product pricing for materials
- c. Coefficient applied to UPB labor, equipment, and non pre-priced item
- d. *Trade Service* product pricing and labor rate

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

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

10.12. Promotional pricing offers: Promotional pricing offers (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Promotional pricing limited to a single member is not acceptable. Mohave must approve promotional pricing before it is offered to any member.

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(Place after Tab 1d)

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

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

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

11.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current Arizona law and standard practices to protect workers, general public, and existing structures from injury or damage.

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

11.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

12. SUBCONTRACTORS

12.1. 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.

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

12.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

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

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

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

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

- 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.

15.5. Warranty requirements: Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum two (2) year warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

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

Technical Proposal – General Terms and Conditions
(Place after Tab 1c)

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

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, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

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

3. CANCELLATION

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

- 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.
- Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- 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.
- Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

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

3.3. 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 (contract modification) 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.

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

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5. CERTIFICATION

By signing the *Offer and Acceptance Form* (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work, 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, 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 current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel. **(Note: Unless and until the District Court's injunction in *Jordahl v. Bmovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and will take no action to enforce it. Compliance to this term and condition is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether the offeror complied or deviated to this term and condition.)**
- If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPPA.

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

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

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

8.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for filling out the purchase order, or Pcard process, will be contained in that sample reconciliation report.

For Procurements made with purchase orders:

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

For Procurements made with Pcards:

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

8.10. 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 products, materials, processes or services used to fulfill the contract.

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

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

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

Criteria	Points
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal (including all required documents)	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
References, past performance information and other pertinent information	5
Technical Proposal Total	100
Price Proposal Evaluation	
Cost (Coefficients, and Open Book Rates, <i>Trade Service</i> if offered)	65
Other appropriate evaluations described in R7-2-1046:	
Travel; meals and incidental expenses (M&IE); transportation costs; energy costs; ownership costs; life cycle costs	10
Price Proposal Total	75
Grand Total	175

11.6. Evaluation process: Before opening any price proposal, the selection committee shall open and separately 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.

Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any final calculated rank ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

11.7. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendment(s) 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.

11.8. Maximum job order: The maximum dollar amount 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.

11.9. 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 11: School District Procurement R7-2-1107, ARS §34-604(C)(3) and §41-2579(C)(3).

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

11.17. Responsive proposals: A responsive proposal conforms in all respects to the material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

11.18. 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.

12. FEDERAL and STATE REQUIREMENTS

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

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

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

12.4. 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.

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

12.11. Procurement of recovered material: Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

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

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

12.14. 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.

12.15. Compliance to USDA solicitation requirements:

- Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.
- Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.
- Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
- Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Offeror shall comply with the provisions of the Consumer Product Safety Act.

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15. INTERVIEWS

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

16. LICENSES

In accordance with the Arizona Administrative Code, Article 11: School District Procurement R7-2-1112(A)(2), ARS §34-605(E)(2) and §41-2580(E)(2): The contractor is required to be licensed to perform construction.

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

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.

17. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

17.1. 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.

17.2. 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.

18. ORDER OF PRECEDENCE

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

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

19. ORDERING CYCLE

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

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

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

20.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) 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 are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

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

20.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

Purchases made with Pcards: The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

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

21. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

21.1. 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.

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

21.3. 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.

Technical Proposal – General Terms and Conditions
(Place after Tab 1c)

- 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.

25. RIGHT TO ASSURANCE

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

26. SAFETY STANDARDS

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

27. SHIPPING

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

27.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

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

28. SUSPENSION OR DEBARMENT STATUS

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. **Letter shall be placed after Tab 1a.**

29. TAXES

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

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

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

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

1. BID SECURITY

1.1. Bid security requirement: School procurement rules [R7-2-1102 (A)] and as applicable in ARS §34-608 and §41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by 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 in "*Bid Bonds and Bonding Capacity.*"

1.2. 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 §34-608 and §41-2573]. Bid security may be provided using the form found in 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 bond. If the original bond 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.

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 shall be described in the contract. The agreement shall 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 shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provide for liquidated damages.

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

6. DELIVERY OF CONSTRUCTION MATERIALS

- 6.1. Condition of materials on delivery:** The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.
- 6.2. Delivery requirement:** The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member'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

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 shall be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the quote.

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 in quotes and/or project documents: 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 current applicable federal, state, and local 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 in quotes and/or project documents.
- 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 shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

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

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

If any payment is delayed beyond 30 days from the due date, the 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.

13.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105(C) and ARS §41-2577(C) and §34-609(G). Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

14. PROJECT ADVERTISING

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

15. PROJECT COMPLETION

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

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

16. PUBLIC WORKS

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

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

16.3. 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.

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

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

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

Check one of the following responses to the General Terms and 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.)



Request for Qualifications 19F-0605

Job Order Contracting for Various Construction Trades

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RFQ 19F-0605 Scope of Work	8
RFQ 19F-0605 General Terms and Conditions	11
RFQ 19F-0605 Statement of Qualifications	20

Click section title to be taken directly to that section.

4/5/18 EH

625 East Beale Street, Kingman, AZ 86401 Phone: (928) 753-6945 Fax: (928) 718-3232 mesc.org

Instructions to Offeror and Checklist Form
(Place after Tab 3a)

You have received this solicitation because of information you provided on Mohave's "online prospective bidders sign-up." **Review this document in its entirety to make sure you fully understand the 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 at contracts@mesc.org with questions.

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.

_____ **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 Contract Specialist as shown on page 1 for clarification on any items contained in this solicitation.

_____ **Step TWO:** One (1) original and five (5) additional complete copies of your Statement of Qualifications shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Statements of Qualifications shall contain all descriptive literature, submittal requirements, and any other information required by the solicitation. Include two (2) CD, USB, or similar electronic media device containing electronic copies of your submitted documents with each binder.

Statements 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 shall be legible.

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

_____ **Step FOUR:** Confirm that the Statement of Qualifications is complete and signed on page 2 by an authorized representative.

_____ **Step FIVE:** Keep a complete copy of your Statement of Qualifications for your records.

_____ **Step SIX:** Statements 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. Statements of qualifications must be in the actual possession of Mohave on, or prior to, the exact time and date set for Request for 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 RFQ opening.

_____ Tab and Sub-tab Arrangement _____

• **Tab 1: Offer and Signature Form, General Terms and Conditions, and Scope of Work**

_____ **Tab 1a** – The signed *Offer and Signature Form* is placed after Tab 1a.

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

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

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

_____ **Tab 1c** – A complete copy of the General Terms and Conditions is placed after Tab 1c. *(Note: Unless and until the District Court's injunction in Jordahl v. Brnovich is lifted or stayed, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and Mohave will take no action to enforce it.)*

Offer and Signature Form
(Place after Tab 1a)

Request for Qualifications 19F-0605
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 written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements in the General Terms and Conditions.

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____

The *Offer and Signature Form* shall be submitted with a signature of the person authorized to sign the offer. The person signing the offer shall initial erasures, interlineations or other modifications in the Statement of Qualifications. Failure to sign the *Offer and Signature Form*, or to make other notations as indicated, may result in rejection of the Statement of Qualifications.

Authorized Signature _____

Printed Name _____ Title _____

Primary Email _____ Alternate email _____

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*



Request for Qualifications 19F-0605 Job Order Contracting for Various Construction Trades

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Click section title to be taken directly to that section.

4/5/18 EH

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDSTATE MECHANICAL, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Agreement and Mohave Cooperative Contract No. 19F-MMI2-0904, the City of Glendale is retaining Midstate Mechanical, LLC for city-wide HVAC installations, maintenance, repairs, and upgrade services, and plumbing services, as related to HVAC systems to City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDSTATE MECHANICAL, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,500,000 annually or \$3,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Contract No. 19F-MMI2-0904, for Job Order Contracting for HVAC installations, maintenance, repairs, and upgrade services, and plumbing services, as related to HVAC systems on an as-needed basis.