

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

This Linking Agreement ("Agreement") is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation ("City"), and Midstate Mechanical, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 5, 2024, Midstate Mechanical, LLC, a member of the Mohave Cooperative, entered into a contract with Contractor to purchase the goods and services described in Job Order Contracting for Various Construction Trades, Contract No. 24B-MMI-0905 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

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

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was September 5, 2024, until the date the contract terminates on September 4, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond September 5, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until September 4, 2025.
- B. The City may extend the term of this Agreement for four (4) additional 12-month periods, beginning immediately after the expiration of the prior term. No contract extension exists unless and until Contractor is so notified by Mohave Cooperative and if the City likewise gives the Contractor notice that it is exercising its option to extend. Glendale extensions are

not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred thousand dollars (\$400,000) annually or two million dollars (\$2,000,000) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Gilbert Garcia
6210 W. Myrtle Ave., Suite 111
Glendale, Arizona 85302

and

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

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Midstate Mechanical, LLC,
an Arizona limited liability company.

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
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**EXHIBIT A
MOHAVE COOPERATIVE JOB ORDER CONTRACTING FOR VARIOUS
CONSTRUCTION TRADES, CONTRACT NO. 24B-MMI-0905**

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**EXHIBIT B
Scope of Work**

In accordance with the terms and conditions of this Agreement and Mohave Cooperative Contract No. 24B-MMI-0905, the City of Glendale is retaining Midstate Mechanical, LLC for city-wide HVAC installations, maintenance, repairs, and upgrade services, and plumbing services to City of Glendale facilities on an as-needed basis.

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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 Statement of Work must not exceed \$400,000 annually or \$2,000,000 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. 24B-MMI-0905, for Job Order Contracting for HVAC installations, maintenance, repairs, and upgrade services, and plumbing services on an as-needed basis.



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Midstate Mechanical LLC

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4/5/18 EH



REQUEST FOR PROPOSAL 24B-0711

Job Order Contracting for Various Construction Trades

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) seeks proposals to establish contract(s) for Job Order Contracting for Various Construction Trades. A copy of the RFP is available for public inspection at 211 N 7th St, Kingman AZ 86401. To view the document in person, reservations need to be made in advance. Refer to the Mohave Contract Specialist's contact information below.

Due Date and Time: Thursday, July 11, 2024 at 3:00 p.m. (local Arizona time)

Last Day For Questions: Friday, July 5, 2024 at 5:00 p.m. (local Arizona time)

RFP Questions Must Be Directed To: Michael Nentwig, CPPB, Contract Specialist, Email: mike@mesc.org or contracts@mesc.org, Telephone: (928) 718-3204

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 211 N 7th St, Kingman AZ 86401 in a sealed envelope or package with RFP 24B-0711, 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.

Mohave's Kingman Office is not staffed on a daily basis and special delivery requirements have been established with all the major package carriers and a secured delivery box has been provided for the United States Postal Service (USPS) delivery. 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.

When shipping is completed, provide Mohave, Email: mike@mesc.org, the carrier used and tracking number. If your Request for Proposal response is to be hand delivered, contact Michael Nentwig at (928) 718-3204 or mike@mesc.org to arrange the delivery.

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.

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, appearing to read 'Lari Staples'.

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

Publish Date: June 11, 2024

Template Rev. 24-4



1900 E. Riverview Drive • Phoenix, Arizona 85034 • 602.470.1920 (Phone) • 602.452-8606 (Fax)
www.midstatemechanical.com

July 10, 2024

Lari Staples, CPPO, Executive Director
Mohave Educational Services Cooperative, Inc.
211 N 7th Street
Kingman, Arizona 86401

Re: Request for Proposal #24B-0425
Job Order Contracting for Various Construction Trades

Dear Ms. Staples:

Midstate Mechanical, LLC is pleased to provide a response to the Request for Proposal 24B-0425, Job Order Contracting for Various Construction Trades. Midstate is confident that we have responded to the requirements as outlined in the request.

We have developed a response that utilizes the resources available through our company. Precisely stated, Midstate Mechanical will provide professional, cost-effective solutions for the Mohave Education Services Cooperative operational and maintenance requirements.

We look forward to working with the Mohave Educational Services Cooperative. Thank you for your consideration of Midstate Mechanical, LLC.

Respectfully,

A handwritten signature in black ink, appearing to read "Rick Wagner", followed by a horizontal line.

Rick Wagner
JOC Sales Manager



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TAB 1a

CONFIDENTIAL/PROPRIETARY SUBMITTALS

- *Pricing shall not be considered as confidential information.*
- *Financial information after Tab 2d shall be considered as confidential information.*
- *Your entire offer and any publicly known or available information shall not be considered as confidential/proprietary information.*

Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer they deem confidential or proprietary as specified in the General Terms and Conditions 6. Confidential Information.

Midstate Mechanical, LLC

Firms

Authorized Signature

TAB 1b



**Amendment 1
Request for Proposal 24B-0711
Job Order Contracting for Various Construction Trades**

Amendment 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed proposals. Offeror shall formally acknowledge receipt of Amendment 1 by including this page, signing, and dating the following:

Amendment 1 is acknowledged by your signature: _____

A handwritten signature in black ink, appearing to read 'Rick Wagner', is written over a horizontal line.

Printed Name and Title: Rick Wagner, JOC Sales Manager

Name of Firm: Midstate Mechanical, LLC

Date: June 26, 2024

Place a signed copy of Amendment 1 after Tab 1b in your formal proposal.

Note: The published due date and time of July 11, 2024 at 3:00 p.m. (local Arizona time) remains unchanged.

JOC RFP 24B OPEN BOOK PRICING WORKBOOK REVISIONS:

The administration deduction calculation completed in the *Price Summary* worksheet was revised to only deduct the administration fee from the *Additional Labor and Service Cost*, as applicable.

The required entry of a Tax Rate and Bond Rate and the automatic calculations for Tax and Bond were removed. These rates will now have to be manually entered for each project quoted.

JOC RFP 24B Open Book Pricing Workbook.xlsx is revised as follows:

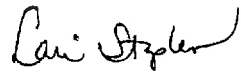
- **Line 10** – Project Total was deleted.
- **Line 11** – Adminfee Deduct was revised to Adminfee Deduct (From Additional Labor and Services).
- **Line 39** – Tax (Enter applicable tax rate), this was included as an automatic calculation was revised to Tax (Enter applicable tax amount) to be completed as manual entry.
- **Line 41** – Bond, if applicable (Enter applicable bond percentage), this was included as an automatic calculation was revised to Bond, if applicable (Enter applicable bond amount. NOTE: Bonds shall be calculated per the rates provided in #7 of your Price Proposal and follow the Bond Methodology Description) to be completed as manual entry.
- **Changes have been highlighted green in the workbook.**

All questions regarding Request for Proposal 24B-0711 should be directed to:

Michael R. Nentwig, CPPB, Contract Specialist

Email: contracts@mesc.org

Telephone: (928) 718-3204



Lari Staples, CPPO

Executive Director

Mohave Educational Services Cooperative, Inc.

Published Date: June, 21, 2024

TAB 1c

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

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

1. ADVERTISING

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

2. AVAILABILITY OF FUNDS

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

3. CANCELLATION

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

4. 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.

5. CERTIFICATION

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

- a) Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- b) The submission of the proposal did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- c) 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.
- d) 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.
- e) Offeror agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- f) Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).
- g) Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- h) If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.
- i) If awarded a contract, 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.
- j) 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.
- k) Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify employee eligibility verification program.
- l) Offeror shall comply with A.R.S. §35-393.01 and certify that they are not currently engaged in and agree that for the duration of the contract to not engage in, a boycott of Israel.
- m) If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPAA.
- n) Pursuant to A.R.S. § 35-394, by signing the *Offer and Acceptance Form* the offeror entering into a contract with Mohave certifies they do not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

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

6. CONFIDENTIAL INFORMATION

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

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

6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of multiple contracts, with the exception of information deemed confidential by Mohave.

7. CONFIRMATION/DISCUSSIONS

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

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

7.2. Discussions: Discussions shall not be conducted with offeror(s).

8. CONTRACT MANAGEMENT

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

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

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

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

8.5. Contract claims or controversies: The requirements of the Arizona Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims, or controversies associated with it.

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

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

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. The contract modification will become effective upon agreement by contract vendor and Mohave.

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 including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

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

For Procurements made with Pcards/credit card:

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

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

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.

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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.

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

9. COOPERATIVE PURCHASING

9.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits 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.

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

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

9.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as an Arizona public school district, cities, counties, state agencies, community colleges, universities, political subdivisions, and qualifying non-profit educational and public health organizations that meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 8) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

11.1. Basis of award: In accordance with Arizona Administrative Code, Article 11: School District Procurement R7-2-1111(J), A.R.S. §34-604(F)(9) and §41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

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

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

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

11.5. Evaluation 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) is/are determined in writing to be most advantageous to Mohave for its members.

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

Criteria	Points
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 selection and management plan	5
Offeror's safety management plan, safety training plan, and EMR	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, Trade Service 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

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 evaluators 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 requirements contained in this solicitation. 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 comply with Arizona Administrative Code, Article 11: School District Procurement R7-2-1107, A.R.S. §34-604(C)(3) and §41-2579(C)(3).

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11.10. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award up to five contracts to individual firms receiving the highest number of points, for General Contracting and similar job-order-contracting construction services within specialty Division 22, Plumbing and/or Division 23, Heating, Ventilation and Air Conditioning. Each of the multiple contracts will be awarded to a separate person/firm. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

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

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

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

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

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

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

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

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

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

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.

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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 mean 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, when notified by the member.

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

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

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

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

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

- a) HUD-5369, Instructions to Offerors for Contracts, Public and Indian Housing Programs
- b) HUD-5369-A, Representations, Certifications, and Other Statements of Offerors, Public and Indian Housing Programs
- c) HUD-5369-B, Instructions to Offerors Non-Construction

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- d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- e) HUD-5370, General Conditions of the Contract for Construction
- f) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- g) HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

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

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

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

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

12.7. Energy Policy and Conservation Act: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act, when notified by the member.

12.8. Negotiations: In the event only one proposal is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.324 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.*

Mohave shall not conduct other negotiations outside of this requirement.

12.9. Non-compliance: All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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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 200.323.
- 12.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding:** Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.
- 12.13. 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.
- 12.14. 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.
- 12.15. Terrorism country divestments:** In accordance with A.R.S. §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.
- 12.16. Compliance to federal solicitation requirements:**
- a) 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.
 - b) 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.
 - c) 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).
 - d) 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 30.

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- e) 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".
- f) Offeror shall comply with the provisions of the Consumer Product Safety Act.
- g) Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- h) Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements for prohibited expenditures or as required in 7 CFR §210.21(f)(2).
- i) Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities or produced.

13. FORCE MAJEURE

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

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14. INDEMNIFICATION

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

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

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

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), A.R.S. §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.

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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.

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

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

19.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.

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

20. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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/credit card transactions made in the previous month.

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

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

(Cont'd)

**Technical Proposal
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The payment and reconciliation report are due per the schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified, if awarded a contract, in the award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payment details shall be provided to the contract vendor, if awarded a contract.

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 on any item or requirement that is unclear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

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

Technical and price proposals:

A. Technical proposal consists of: the offer and acceptance form; *Instructions To Offeror and Checklist Form*; scope of work and specification documents with exceptions/deviations noted; *Scope Of Work and Specifications Acceptance Form*; Method of Approach; Qualification and Experience; primary vendor information; supporting contract documents; bid bond/alternate security; special terms and conditions; *Special Terms and Conditions Acceptance Form*; general terms and conditions; standard terms and conditions for construction; *General Terms And Conditions And Standard Terms and Conditions For Construction Acceptance Form*; amendments (if any); single job and aggregate bonding capacity; certificate of insurance; company financials; past performance and management plans; sample supplemental agreements; and any additional required information.

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

22. PROPOSAL OPENING

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

**Technical Proposal
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(Place after Tab 1c)**

23. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations for similar procurements may be removed from the prospective bidders list. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with the Executive Director (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, A.R.S., Title 41, Chapter 24, Article 9 (<https://www.azleg.gov/arstitle>) and State Board Rules R7-2-1001 through R7-2-1196 (<http://azsos.gov/rules/arizona-administrative-code>). *A protest must be in writing and must be filed with the Executive Director, (Lari Staples, CPPO), by email at protests@mesc.org.* The interested party shall coordinate with the author of the solicitation for delivery of the protest documents. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Due to Mohave staff working from home, reservations need to be made in advance for any live public inspection of documents. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address, and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

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

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

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.

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.

**Technical Proposal
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(Place after Tab 1c)**

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 the member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

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).

29.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

29.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

29.6. Taxes on construction: Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

30. TIME (DEFINITION OF)

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

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

1.2. Form of bid security: Acceptable bid security for this RFP will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), A.R.S. §34-608 and §41-2573]. Bid security may be provided using the form found in this RFP, with the principal being the prime contractor and the Oblige being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your 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 A.R.S. §41-2552.

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

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

3. CONSTRUCTION CONTRACTS

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

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

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

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

3.6. Member representative: All formal contacts between the contract vendor and the member shall be processed through the member representative.

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

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

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

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

4.2. Schedule requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

4.3. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on, or before, the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

5.1. Conflict with member activities: The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities.

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

5.3. Interruption of other work: The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

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.
- 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, as a pass-thru charge.

8. LABOR PRACTICES

- 8.1. Labor practices:** The contract vendor shall ensure the best interest of the member when considering labor agreements. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.
- 8.2. Labor requirements:** Employees of the contract vendor are not employees of the member. The level of competency of the personnel will be subject to approval by the member. Consideration for the adjoining property owners shall be evaluated for noise, pollutants, material hauling operations. Procedures for dealing with fire, theft, and storm damage must be established. The contract vendor shall develop methods to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees.
- 8.3. Quality of work:** All work under the contract shall be accomplished by experienced craftsmen, and laborers under the supervision of the foreman or supervisor.
- 8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.
- 8.5. Supervision:** The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines liquidated damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

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

10. LITIGATION FOR NONPAYMENT OR NONPERFORMANCE

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

11. MEMBER COSTS

Temporary electrical service and the cost for power, the cost for water, and other member costs shall be identified in writing and agreed upon.

12. PERFORMANCE AND PAYMENT BONDS

12.1. Issuing performance and payment bonds: It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be cancelled.

12.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

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

13. PROGRESS PAYMENTS

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

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

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(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 A.R.S. §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 A.R.S. §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 close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

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

16. PUBLIC WORKS

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

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

16.3. Residency requirement: A.R.S. §34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in A.R.S. §34-321 as "*a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements.*" It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

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

16.5. Public building rules, regulations, and codes: Construction work on public buildings shall comply with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located.

(Cont'd)

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

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

17. RETENTION

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

18. RULES, REGULATIONS AND CODES

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

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

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

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

19. SURETY COMPANIES

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

20. WORKSITE

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

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

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 Conditions and the Standard Terms and Conditions for Construction:

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

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

- ☐ We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions and/or 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.)

TAB 1d

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

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

1. BID BONDS AND BONDING CAPACITY

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

If the original bid bond is not signed and/or has conflicting information, it shall render your proposal non-responsive.

- 1.2. Bonding Capacity:** The required minimum single job bonding capacity for this contract shall be \$1,000,000. Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

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

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

2. DELIVERY

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

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

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

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

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

3. FORM OF CONTRACT

- 3.1. Contract vendor contract documents:** If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

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

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

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3.2. Design and engineering services: This is not a contract for design or engineering services. Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing services within the specifications and scope of work.

3.3. Form of contract: The form of contract for this solicitation shall be the Request For Proposal, the awarded proposal(s), the Request for Qualifications (RFQ), any amendments, and properly issued member purchase orders referencing the awarded contract number.

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

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

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

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

Provide evidence of current insurance coverage after Tab 2d.

Failure to provide the coverages stated above, with any minimum stated aggregate amounts provided in the requirements below, may render your proposal as non-responsive.

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.

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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. Umbrella/Excess Liability insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract. Contract vendor may use umbrella/excess liability insurance to meet the general liability aggregate amount of not less than \$2,000,000.

5.7. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

6. MAINTENANCE FACILITIES AND SUPPORT

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

7. MANUFACTURER SUPPORT

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

8. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

9. OFFEROR QUALIFICATIONS

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

10. PRICING

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

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10.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

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

1. Coefficient applied to a UPB; or
2. Open Book Pricing; or
3. Discount applied to Trade Service price guide; or
4. A combination of the above.

10.4. Coefficients: A coefficient will be applied to the UPB. The coefficient is the multiplier (e.g., .95) that is applied to all UPB prices to determine the member's contract price. Several coefficients may apply to the UPB. Coefficients shall be extended no more than two (2) decimal places.

10.5. Coefficients, quarterly updates: Quarterly updates to the CCI shall be required under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.

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

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 applicable new price lists, and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New applicable price lists, and/or workbooks shall apply to the contract only upon approval from Mohave. Applicable 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 project cost, project-specific fixed additional labor and services costs, 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. Fixed prices: Fixed prices shall be firm until each anniversary date of the contract, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal (contract modification).

10.10. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than 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.

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10.11. 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.

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

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

10.13. 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.

10.14. Trade Service The successful contract vendor shall reimburse Mohave the current subscription rate for a Trade Service eDataFlex pricing to facilitate eligible procurement agencies in placing orders. Contract vendor agrees to maintain their own subscriptions to Trade Service eDataFlex pricing to quote products under an awarded contract. The data contained in the Trade Service eDataFlex will be used to archive historical pricing information for Mohave staff to confirm pricing and perform audits under an awarded contract. Mohave will attempt to spread the costs for the Trade Service eDataFlex pricing between all contract vendors awarded a contract. Mohave shall invoice the contract vendor accordingly based on the number of awarded contracts using Trade Service. Travel/drive rates and/or 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.

10.15. Unit price book: The unit price book used under an awarded contract shall be the current edition of RS Means Online using, at a minimum, the Facilities Construction Cost Data module.

10.16. Unit price book copies: Contract vendor shall be responsible for providing UPB pricing for Mohave's use. Multiple copies, subscriptions, or licenses of the UPB may be required. Mohave will be the lead to make the annual UPB purchase in the most economical method (e.g., all-inclusive license or subscription or module by module purchase). Mohave will attempt to spread the costs in an equitable method for the copies, subscriptions, or licenses between all contract vendors vendor.

11. SITE REQUIREMENTS

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

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11.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee.

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

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

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

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

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

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

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.

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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.

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

12.6. Selection Process for Subcontractors: Contract vendor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

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

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

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

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13. TERM OF CONTRACT AND EXTENSION

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

13.2. 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).

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

14. TRADE-IN EQUIPMENT

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

15. WARRANTY/QUALITY GUARANTEE

15.1. Extended warranties contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members. The extended warranty contract shall be offered as a separate line item in the separately submitted Price Proposal. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

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.

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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 services be required after warranty obligations are met.

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

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

Check one of the following responses to the Special Terms and Conditions:

- ☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

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

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

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

TAB 1e

**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 for construction services for General Contracting, Plumbing, and Heat, Ventilation and Air Conditioning as specified within this Request for Proposal. These services are requested for Mohave's statewide membership of approximately 480 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. Specific 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 service contracts, as applicable, using the following project delivery method: Job Order Contracting, as stated in Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11 and A.R.S. Title 41, Chapter 23, Article 5. Mohave's use of alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Title 7, Chapter 2, Articles 10 & 11, A.R.S. Title 41, Chapter 23, Article 5, and A.R.S. Title 34, Chapter 6, Article 1. Services shall be procured in accordance with the referenced rules.

Job Order Contracting services in the Request for Proposals may include, but not be limited to: construction, installation, repair, and upgrades. Specialty projects such as plumbing 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., asphalt paving, electrical, electronic safety and security, fencing (JOC), fire suppression, flooring, painting, plumbing, roofing). Any contract(s) awarded under this RFP will be in addition to these contracts 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 24B notification of advancement letter.

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

If a contract vendor is eligible to respond to the General Contracting division, the Plumbing division and/or the Heating, Ventilation and Air Conditioning divisions, only one response shall be submitted for this RFP. However, the contract vendor shall provide information relating to the General Contracting division, the Plumbing division and/or the Heating, Ventilation and Air Conditioning divisions, combined or separate for the following: specifications, qualifications in the technical proposal, pricing co-efficient and pricing information.

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

Mohave currently has five JOC contracts (19F-0808) for general contracting. Activity under the contracts from September 9, 2019 including year to date activity is \$30,194,147.

Mohave currently has five JOC contracts (19F-0808) for Plumbing Division 22 and/or Heating, Ventilation and Air Conditioning Division 23. Activity under the contracts from September 9, 2019 including year to date activity is \$124,222,563.

Mohave currently has two non-JOC contracts (23J-1102) for electrical services. Activity under the contracts from March 3, 2024 including year to date activity is \$0.

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Request For Proposals Issued	Tuesday, June 11, 2024
Deadline for Questions	Friday, July 5, 2024 at 5:00 p.m. (local AZ time)
RFP Due Date and Time	Thursday, July 11, 2024 at 3:00 p.m. (local AZ time) 211 N 7th St, Kingman AZ 86401
Public Opening of Proposals	Thursday, July 11, 2024 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	Friday, August 16, 2024 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	Thursday, September 5, 2024

3. SUBMISSION OF PROPOSALS

3.1. Proposals should 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 requirements, as well as the completeness and clarity of the submittal content.

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

3.3. A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a 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.

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

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) is/are determined in writing to be most advantageous to Mohave for its members.

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

Criteria	Points
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 selection and management plan	5
Offeror's safety management plan, safety training plan, and EMR	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, Trade Service 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 used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

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

Arizona Executive Orders: <https://azgovernor.gov/executive-orders>

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

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

Code of Federal Regulations (**CFR**): www.ecfr.gov

Education Department General Administrative Regulations (**EDGAR**):
<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

E-Verify: <https://www.e-verify.gov/employers/enrolling-in-e-verify>

Davis-Bacon Wage Decision: <https://www.dol.gov/agencies/whd/government-contracts/construction>

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

Uniform Commercial Code as adopted by the State of Arizona (**UCC**):
<https://www.azleg.gov/arsDetail/?title=47>

United States Department of Housing and Urban Development (**HUD**): www.hud.gov

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

SPECIFICATIONS

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

Brand names: Brand names that appear without the trademark or service mark remain the property of their respective owners.

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

Compliance with specifications: Offerors shall offer products, materials, processes, or services they believe meet the specifications. The fact that a manufacturer, supplier or offeror chooses not to produce or provide product, material, process, or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive.

Exceptions/Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation" box. "No Bid" items shall be marked as such in the appropriate "Exception/Deviation" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Specifications		Comply	Exception/ Deviation*
1.1	Job Order Contracting - General Specifications		
1.1.01	Contract vendor shall provide job order construction services utilizing unit price book (UPB) pricing or open book pricing methods. Contract vendor shall provide professional services as requested by the member to develop the scope of work for job order.	X	
1.1.02	Contract vendor shall provide all labor, materials, equipment, services, and required bonds necessary to complete each job order according to the scope of work developed with the member.	X	
1.1.03	Upon completion of development of the scope of work for each job order a pricing methodology shall be chosen and used throughout the project until completion.	X	
1.1.04	Contract vendor shall supervise all work, use qualified personnel, and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements. All work shall be accomplished in accordance with the material and equipment manufacturer's instructions.	X	
1.1.05	Contract vendor shall ensure that all work meets or exceeds reliability rates or tolerances specified or included in applicable documents.	X	
1.1.06	Contract vendor shall ensure all work areas that may pose a hazard are adequately identified and secured at all times.	X	

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

Specifications		Comply	Exception/ Deviation*
1.1	Job Order Contracting - General Specifications (Cont'd)		
1.1.07	Contract vendor's work responsibility shall include all planning, programming, administration, and management necessary to provide all services, and related construction services as applicable, as specified in the job order. Contract vendor shall perform the work in strict accordance with the contract and all current applicable federal, state and local laws, and codes.	X	
1.1.08	Contract vendor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within individual job orders.	X	
1.1.09	Contract vendor shall receive approval from member for all drawings and any revisions prior to starting or continuing any job order.	X	
1.1.10	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.	X	
1.1.11	Record drawings shall include the actual location of all sub-surface utility lines and any overhead obstructions, as applicable.	X	
1.1.12	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.	X	
1.1.13	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. Contract vendor shall not proceed with the project without written direction from the member.	X	
1.1.14	All materials and equipment furnished under the contract shall be of brands and models acceptable to the member.	X	
1.1.15	Equipment and materials shall be produced by manufacturers and fabricators regularly engaged in the manufacture of similar items and with a history of successful production.	X	
1.1.16	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.	X	
1.1.17	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.	X	
1.1.18	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.	X	
1.1.19	Contract vendor shall not build upon or conceal defective work.	X	
1.1.20	Materials classified by the member as salvageable or repairable shall remain the property of the member.	X	

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

Specifications		Comply	Exception/ Deviation*
1.1	Job Order Contracting - General Specifications (Cont'd)		
1.1.21	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.	X	
1.1.22	Contract vendor shall immediately notify the member if asbestos is identified in the work area. Contract vendor agrees to suspend job order until contract vendor receives further direction from the member.	X	
1.1.23	Contract vendor shall conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies shall be corrected prior to final inspection.	X	
1.1.24	Prior to final inspection, contract vendor shall submit any available manufacturers' original operation and maintenance manuals to the member for all installed equipment and materials. Contract vendor shall conduct a training session to brief member personnel on the operation and maintenance procedures of installed equipment and materials.	X	
1.1.25	Contract vendor shall submit to the member any available manufacturers' original operation and maintenance manuals for all installed equipment and as-built drawings prior to final inspection.	X	
1.1.26	Contract vendor agrees the final inspection will be performed with the member. Any discrepancies will be noted and corrected within the timeframe agreed upon with the member prior to payment.	X	
1.2	Pricing – Unit Price Book Requirements (UPB)		
1.2.01	Upon member acceptance of unit price book pricing (UPB) methodology to be used under the job order, pricing shall be based upon a coefficient to be applied to an approved UPB.	X	
1.2.02	Scope of work within Divisions 1-49 of the Construction Specifications Institute: The UPB for contract vendors providing work in Divisions 1-49 shall be the current edition of RS Means Online using, at a minimum, the Facilities Construction Cost Data module.	X	
1.2.03	Scope of work within Divisions 1-49 of the Construction Specifications Institute: Additional RS Means Online modules that can be used if the appropriate line item is not found in the RS Means Online Facilities Construction Cost Data include: Assemblies Cost Data, Building Construction Cost Data, Commercial Renovation, Electrical Cost Data, Facilities Maintenance and Repair Cost Data, Facilities Preventive Maintenance Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data, and Green Building Cost Data.	X	
1.2.04	Scope of work within Division 22 of the Construction Specifications Institute: The UPB for Division 22 Plumbing shall be the current edition of the RS Means Online Plumbing Cost Data. Contract vendor shall use the UPBs within Division 22; to include the exceptions listed in Specification 1.2.05 to complete a plumbing job order.	X	

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

Specifications		Comply	Exception/ Deviation*
1.2	Pricing – Unit Price Book Requirements (UPB) (Cont'd)		
1.2.05	Scope of work within Division 22 of the Construction Specifications Institute: To complete a plumbing job order using other ancillary services from other divisions, use of current editions of RS Means Online: Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Repair and Remodeling Cost Data, and 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 job orders that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Ancillary services found to be excessive or seem not necessary to complete a plumbing job order may require addition explanation. If further explanation does not provide a clear and concise need the ancillary service shall not be allowed under this contract).	X	
1.2.06	Scope of work within Division 23 of the Construction Specifications Institute: The UPB for Division 23 Heating Ventilation and Air Conditioning (HVAC) shall be the current edition of the RS Means Online Mechanical Cost Data. Contract vendor shall use the UPBs within Division 23; to include the exceptions listed in Specification 1.2.07 to complete a plumbing job order.	X	
1.2.07	Scope of work within Division 23 of the Construction Specifications Institute: To complete a HVAC job order using other ancillary services from other divisions, use of current editions of RS Means Online: Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Plumbing Cost Data, Repair and Remodeling Cost Data, and 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 job orders that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Ancillary services found to be excessive or seem not necessary to complete a HVAC job order may require addition explanation. If further explanation does not provide a clear and concise need the ancillary service shall not be allowed under this contract).	X	
1.2.08	UPB Division 1 sections before 54, Construction Aids, are excluded from the contract except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual and unforeseen circumstances.	X	
1.2.09	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0010 through 1750 01 45 23.50-0010 through 9000 01 51 13.80-0010 through 0700	X	
1.2.10	Contract vendor shall provide the member with an itemized job order cost prior to starting any job order. At a minimum, the job order cost shall include: 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	X	

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

Specifications		Comply	Exception/ Deviation*
1.2. Pricing – Unit Price Book Requirements (UPB) (Cont'd)			
1.2.11	Labor, equipment, and material prices shall be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.	X	
1.2.12	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.	X	
1.2.13	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 job order costing.	X	
1.2.14	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.	X	
1.3 Pricing – Non-Pre-Priced Items			
1.3.01	Items that cannot be found in the UPB (RS Means Online modules) are considered "non-pre-priced" items. If the UPB contains an item that is basically the same in form, fit and function, it may be used to price a non-pre-priced item. If such pricing is used, substantiating rationale and documentation shall be included in the line item cost sheet.	X	
1.3.02	If like items cannot be found in the UPB, contract vendor shall obtain three written quotes for a non-pre-priced item and submit the quotes to Mohave. Mohave shall determine the most appropriate quote to use for adding the item to the approved contract pricing. If three quotes cannot reasonably be obtained for a non-pre-priced item, contract vendor shall explain why they were unable to obtain additional price quotes.	X	
1.3.03	Upon approval from Mohave, the non-pre-priced item shall become part of the contract pricing and available for any job order. Contract vendor shall not provide a new item unless and until Mohave approves it.	X	
1.3.04	A coefficient shall be applied to the cost of non-pre-priced items.	X	
1.4 Pricing – Coefficients			
1.4.01	Coefficients shall be included in the RFP 24B-0711 Price Proposal response and shall apply to pre-priced and non-pre-priced items.	X	
1.4.02	Coefficients shall be provided for normal business hours (e.g., Monday –Friday, 7 a.m. – 5 p.m.) and "other" hours (e.g., after hours, weekends, and holidays). "Other" hours shall only be worked with prior approval from the member.	X	
1.4.03	Coefficients shall be extended no more than two decimal places.	X	

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

Specifications		Comply	Exception/ Deviation*
1.4	Pricing – Coefficients		
1.4.04	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs shall include but not be limited to: the direct cost of doing the work; labor; overhead; general and administrative; profit; project office expenses; mobilization; close-out costs; insurance; compliance with current applicable federal, state, and local laws and codes; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance, and fuel; incidental costs and all contingencies connected to performing the work. <i>No additional payment will be allowed for these items.</i>	X	
1.4.05	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.	X	
1.5	Pricing – Open Book Pricing Requirements		
1.5.01	Upon member acceptance of the Open Book Pricing methodology to be used for the job order, the project job cost shall be based upon firm price quotes from qualified subcontractors. To the extent practicable, contract vendor shall obtain firm price quotes from three contractors for each discipline applicable to the job order. If three quotes cannot be reasonably obtained for a requested discipline, contract vendor shall provide an explanation why three quotes were not obtained.	X	
1.5.02	Contract vendor shall provide the member or Mohave copies of subcontractor quotes and the basis for selection of each subcontractor. Contract vendor shall include an explanation in the Open Book Pricing workbook why any low quote was rejected.	X	
1.5.03	All costs and multipliers shall be identified in the Open Book Pricing workbook and included in the RFP 24B-0711 Price Proposal response.	X	
1.5.04	Contract vendor shall request a full explanation from the member why a selected subcontractor was rejected by the member. Contract vendor shall then present an acceptable subcontractor for the applicable discipline. Member shall not unreasonably object to or withhold approval of a subcontractor.	X	
1.5.05	<i>Additional Labor and Services Cost</i> may include labor and service directly related to the work, but not included in quoted subcontractor construction cost and are provided by the Contract Vendor. <i>Additional Labor and Services cost</i> shall include but not be 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; and marketing. Mohave's 1% administrative fee is applied to these costs and shall be factored in.	X	
1.5.06	<i>General and Administrative Multiplier</i> shall include but not be limited to: home office general and administrative expense; excess liability and auto insurance; business licenses; and home office manager labor. <i>General and Administrative Multiplier</i> shall be assessed as a fixed percentage applied to project subtotal cost.	X	
1.5.07	<i>Profit Multiplier</i> shall be assessed as a fixed percentage applied to the project subtotal cost.	X	

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

Specifications		Comply	Exception/ Deviation*
1.5 Pricing – Open Book Pricing Requirements			
1.5.08	Each job order using Open Book Pricing shall include a completed copy of the Open Book Pricing workbook. Additional documentation shall include but not be limited to the selected subcontractor quotes, all explanations, and other relevant documents used for pricing the job order.	X	
1.6 Pricing – Trade Service Requirements			
1.6.01	<i>Trade Service</i> pricing may be offered as an alternative pricing methodology for service, repair, and maintenance job orders. <i>Trade Service</i> price guide shall be for division(s) being offered.	X	
1.6.02	Contract vendor shall supply discounts, multipliers, and/or any references used to determine Mohave pricing for the <i>Trade Service</i> price guide in the RFP 24B-0711 Price Proposal response.	X	
1.6.03	<i>Trade Service</i> price guide shall be based on the most recent release of <i>Trade Service eData Flex Pricing Service</i> .	X	
1.6.04	Quarterly price guide (<i>Trade Service: eData Flex Pricing Service</i>) shall be required under an awarded contract. Mohave shall provide pricing to contract vendors using <i>Trade Service</i> pricing upon the release of quarterly updates from <i>Trade Service</i> . Mohave shall set the schedule for allowable quarterly and yearly updates.	X	
1.6.05	Installation/maintenance services using <i>Trade Service eData Flex Pricing Service</i> pricing for products shall include all costs for installation on member quotations.	X	
1.6.06	Contract vendor shall provide the member with itemized costs prior to starting any job order. At a minimum, the job order cost shall include: Date of Quote Number of Units Item Number Item Description Item/Unit Cost Labor Rate Labor Hours Total Line Cost Line Items Subtotal Grand Total	X	
1.6.07	Contract vendor may offer product only sales to members. Unit costs shall be based on the current approved <i>Trade Service</i> price guide.	X	
1.7 Specifications for the Work			
1.7.01	All work shall be performed in accordance with the attached specifications, as applicable to the awarded divisions.	X	
1.7.02	Contract vendor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all current applicable federal, state and local laws, and codes.	X	
1.7.03	Contract vendor shall obtain written approval from member prior to using any alternate specification for any work to be performed under the contract.	X	
1.7.04	Prior to starting any work, contract vendor shall notify member of any specification that is in conflict with current applicable federal, state and local laws and codes, and offer an alternate solution that is in compliance.	X	
1.7.05	When any aspect of a project is not covered by a specification or building code, the minimum standard for good and workmanlike construction shall be performed in accordance with the current applicable construction association standard for good workmanship.	X	
1.7.06	Products that contain asbestos fibers shall not be used.	X	

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

Specifications		Comply	Exception/ Deviation*
1.7	Specifications for the Work (Cont'd)		
1.7.07	Where practicable, all work shall be accomplished in a manner to match existing work in the same area or on the same elevation. Contract vendor shall not make adjustments to or alter in any manner member's existing facilities without prior written approval from member.	X	
1.7.08	Upon completion of the work, worksite shall be clean and free from debris.	X	
1.7.09	Contract vendor shall, upon request, provide the member the list of subcontractors to be used to complete the job order. Member shall have the right to refuse any subcontractor for any reason.	X	
1.8	Services		
1.8.01	Upon request from member, contract vendor shall obtain the permits required for a job order. Contract vendor shall only be allowed to invoice for the actual cost of the permit. No amount for overhead and profit shall be allowed on permit costs.	X	
1.8.02	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.	X	
1.8.03	Design services shall be provided in accordance with current applicable federal, state and local laws and codes.	X	
1.8.04	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.	X	
1.8.05	Engineering services shall be provided in accordance with current applicable federal, state and local laws, and codes.	X	
1.8.06	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.	X	
1.8.07	Maintenance services shall be provided in accordance with current applicable federal, state and local laws and codes.	X	
1.8.08	There shall be no charge for repair services prior to expiration of the warranty period.	X	

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

Specifications		Comply	Exception/ Deviation*
1.9	Self-Performance of Job Orders		
1.9.01	Contract vendor shall be allowed to self-perform under an awarded contract. Contract vendor shall be able to complete any level or type of work of the job order.	X	
1.9.02	Contract vendor shall be properly licensed by the Registrar of Contractors for all work completed. Evidence of proper licensing shall be provided upon request.	X	
1.9.03	Contract vendor self-performing using UPB pricing shall have no limitations to the level or type of work completed. All work self-performed shall be annotated on the quote/job order summary.	X	
1.9.04	Contract vendor self-performing using the Open Book Pricing method shall provide quotes for the entire job order or specific division/specialty requested.	X	
1.9.05	In order for contract vendor to be awarded the entire or partial Open Book job order, contract vendor shall provide the lowest quote for the entire job order or division/specialty without exception. Contract vendor cannot be selected over the lowest bidder.	X	
1.9.06	Contract vendor that intends to self-perform using the Open Book Pricing method shall provide a quote prior to the noted or published deadline in a transparent ethical manner, in accordance with established generally accepted quoting practices or a quoting method pre-determined by the member.	X	

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

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

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

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

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

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

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

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

TAB 1f

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, Midstate Mechanical, LLC

(hereinafter called Principal), as Principal, and Accelerant National Insurance Company

a corporation organized and existing under the laws of the State of Delaware, with its principal office in the city of Sandy Springs, Georgia, (hereinafter called the

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

WHEREAS, the Principal has submitted a bid for job order contracting for various 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 21st day of June, 2024.

Midstate Mechanical, LLC
PRINCIPAL SEAL

BY

Accelerant National Insurance Company
SURETY SEAL

BY Richard H. Mitchell, Attorney-in-Fact

McGriff Insurance Services, LLC
AGENCY OF RECORD

POWER OF ATTORNEY
Accelerant National Insurance Company

Accelerant National Insurance Company, a corporation duly organized under the laws of the State of Delaware and having its principal administrative office in Sandy Springs, Georgia, does hereby make, constitute and appoint:

Richard H. Mitchell

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$8,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolution(s) adopted by the Board of Directors of Accelerant National Insurance Company on December 12, 2023:

NOW, THEREFORE, IT IS HEREBY RESOLVED, that that the President, CEO or any Vice-President, Secretary or Assistant Secretary shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary; and further

RESOLVED, that the signature of the President, CEO, any Vice-President, Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continues to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed.

Randall Gregg [SEAL]
Randall S. Gregg, Assistant Secretary

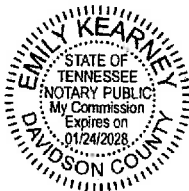


State of Tennessee
County of Davidson

On this 26th day of April, 2024, before me, a notary public, personally appeared, Randall S. Gregg, Assistant Secretary of Accelerant National Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Emily Kearney
Notary



I, Randall S. Gregg, Assistant Secretary of Accelerant National Insurance Company, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney is in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company this 26th day of April, 2024.

Randall Gregg
Randall S. Gregg, Assistant Secretary

Attached to bond signed this June 21, 2024



Insurance & Bonds

July 10, 2024

**Re: Midstate Mechanical, LLC
Bonding Reference Letter**

To Whom It May Concern:

Midstate Mechanical, LLC is a valued client of McGriff Insurance Services, LLC. Midstate Mechanical, LLC is supported by the following sureties: **Ascot Surety and Casualty Company**, rated "A (Excellent)" by A.M. Best, Financial Size Category XIII; **Pennsylvania Insurance Company**, rated "A- (Excellent)" by A.M. Best, Financial Size Category XI; **Trisura Insurance Company**, rated "A- (Excellent)" by A.M. Best, Financial Size Category IX; and **Harco National Insurance Company**, rated "A- (Excellent)" by A.M. Best, Financial Size Category XI.

Midstate Mechanical, LLC is a well-experienced company with a strong financial position and an excellent reputation. The aforementioned sureties are currently providing Midstate Mechanical, LLC with a \$5,000,000 single limit and combined aggregate bonding capacity of \$65,000,000.

This letter is not to be construed as an agreement to provide bonds for any particular project, but is offered as an indication of the bonding program in place to support Midstate Mechanical, LLC. Any arrangement for final bonds is a matter solely between the aforementioned sureties and Midstate Mechanical, LLC. The aforementioned sureties assume no liability to third parties, or to you, if for any reason they do not support a final bond for a specific project

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration. Please contact me should you have any questions regarding this valued customer.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. H. Mitchell', with a stylized flourish at the end.

Richard H. Mitchell
AZ License No. 986912
Senior Vice President - Surety
McGriff Insurance Services, LLC



Insurance & Bonds

March 27, 2024

**Re: Midstate Mechanical, LLC
Bonding Reference Letter**

To Whom It May Concern:

Midstate Mechanical, LLC is a valued client of McGriff Insurance Services, LLC. Midstate Mechanical, LLC is supported by the following sureties: **Ascot Surety and Casualty Company**, rated "A (Excellent)" by A.M. Best, Financial Size Category XIII; **Pennsylvania Insurance Company**, rated "A- (Excellent)" by A.M. Best, Financial Size Category XI; **Trisura Insurance Company**, rated "A- (Excellent)" by A.M. Best, Financial Size Category IX; and **Harco National Insurance Company**, rated "A- (Excellent)" by A.M. Best, Financial Size Category XI.

Midstate Mechanical, LLC is a well-experienced company with a strong financial position and an excellent reputation. The aforementioned sureties are currently providing Midstate Mechanical, LLC with a combined aggregate bonding capacity of \$65,000,000.

This letter is not to be construed as an agreement to provide bonds for any particular project, but is offered as an indication of the bonding program in place to support Midstate Mechanical, LLC. Any arrangement for final bonds is a matter solely between the aforementioned sureties and Midstate Mechanical, LLC. The aforementioned sureties assume no liability to third parties, or to you, if for any reason they do not support a final bond for a specific project.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration. Please contact me should you have any questions regarding this valued customer.

Sincerely,

A handwritten signature in black ink, appearing to read "R.H. Mitchell", with a long horizontal flourish extending to the right.

Richard H. Mitchell
Senior Vice President - Surety
McGriff Insurance Services, LLC

2000 International Park Drive, Suite 600 | Birmingham, Alabama 35243

Tel: (205) 252-9871

McGriff Insurance Services, LLC

TAB 1g

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

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11:

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

(B) The offeror, by signing its offer, hereby certifies to the best of his 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.

(C) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Midstate Mechanical, LLC

(Firm Name)



(Signature)

Rick Wagner

(Print Name)

JOC Sales Manager

(Print Title)

7/10/2024

(Date Certified)

TAB 1h

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

UNITED STATES DEPARTMENT OF AGRICULTURE

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

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

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

(Read Instructions On Page Two (RFP Page 22) Before Completing Certification)

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

Midstate Mechanical, LLC

Organization Name

PR/Award Number or Project Name

Rick Wagner, JOC Sales Manager

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



Signature(s)

Date

7/10/2024

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (RFP page 21) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this bid is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

TAB 1i

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

EDGAR CERTIFICATION

The following certifications and provisions are required and apply when a Mohave Educational Services Cooperative, Inc.'s (Mohave) member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to an awarded Mohave contract in all situations where the contract vendor has been paid or will be paid with federal funds:

- A. Contract Vendor Violation or Breach of Contract. Mohave reserves all administrative, contractual and legal rights and privileges under the applicable laws and regulations with respect to this procurement in the event of contract vendor violation or breach of contract terms.
- B. Termination Clause. Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members, as specified in General Terms and Conditions, Section 3. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- C. Equal Employment Opportunity. The contract vendor shall comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60 EO 11246 & EO 11375 Amended):
<https://www.federalregister.gov/documents/2014/07/23/2014-17522/further-amendments-to-executive-order-11478-equal-employment-opportunity-in-the-federal-government>)
- D. Copeland Anti-Kickback Act and Davis-Bacon Act. For building projects in excess of \$2,000:
 - a. Copeland "Anti-Kickback" Act – All contracts and sub grants for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
 - b. Davis-Bacon Act – The contract vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a - 7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- E. Contract Work Hours and Safety Standards Act. The contract vendor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
- F. Rights to Inventions Made Under a Contract or Agreement. For all contracts that meet the definition of "funding agreement" and where Mohave or the member wishes to enter into a contract with a small business firm or nonprofit organization, contract vendor shall comply with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. (CFR Title 37, Chapter 4, Part 401)
- G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The contract vendor will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- H. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing the *Bid/Offer and Acceptance Form*, the contract vendor certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 (2/18/1986) and 12689 (8/15/1989, references EO 12549). The contract vendor shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 (180.300, 180.355) and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
- I. Disclosure of Lobbying Activities. Pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, the contract vendor must disclose lobbying activities in connection with school nutrition programs. If

EDGAR Certification
(Place after Tab 1i)

there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7 CFR §3018.100 (Only applies to contracts over \$100,000)

- J. Certification Regarding Lobbying. Pursuant to 31 U.S.C. 1352, the contract vendor must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
- K. Record Retention - Record Keeping. The books and records of the contract vendor pertaining to operations under this Agreement shall be available to Mohave or Mohave's members at any reasonable time. These records are subject to inspection or audit by representatives of Mohave, State Agency, the U.S. Department of Agriculture (for food/nutrition only), and the U.S. General Accounting Office at any reasonable time and place. Mohave shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S. §35-214). 7 CFR Part §210.23(c) and 2 CFR Part 200.318(i).
- L. Energy Policy and Conservation Act. The contract vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871.)
- M. Civil Rights Compliance. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any programs or activity conducted or funded by USDA.
 - a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
 - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found on line at www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- N. Buy American Provision. The contract vendor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7 CFR §210.21(d) and 7 CFR §220.16(d). The contract vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. USDA Policy Memo SP 38-2017: "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:
 - a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, or

EDGAR Certification
(Place after Tab 1i)

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

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product. (Only applies to food/nutrition contracts).

- O. Affordable Care Act. The contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Mohave or member, as required by State or Federal law.
- P. Certificate of Independent Price Determination. The contract vendor admits that all prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contract vendor or with any competitor certification regarding non-collusion. (48 CFR §52.203-2)
- Q. Invoicing. The contract vendor shall fully disclose all discounts, rebates, allowances and incentives received by the contract vendor from its suppliers. If the contract vendor receives a discount, rebate, allowance, or incentive from a supplier, the contract vendor must disclose and return to the member the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the member. The contract vendor shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school foods authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7 CFR §210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7 CFR §210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contract vendor receiving payments in excess of the contract vendor's actual, net allowable costs. 7 CFR §210.21(f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account. (Only applies to food/nutrition contracts)
- R. E-Verify Requirement. The contract vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) Contract vendor shall keep a record of the verification for the duration of the employee's employment, or at least three years, whichever is longer.
- S. Description of Process for Enabling Contract Vendor to Receive or Pick Up Orders Upon Contract Award. Once the member has made the decision to order from an awarded contract vendor of an awarded contract, price will be confirmed/verified following processes outlined in the awarded contract General Term and Condition 8.9: Order Cycle Overview, based upon the needs of the member. No volume is implied or guaranteed.
- T. Solid Waste Disposal Act. The contract vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and its implementing regulations.
- U. Program Regulations. Contract vendor shall be in conformance with the applicable portions of the School Food Authority's (SFA) agreement under the program. Contract vendor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. Contract vendor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Contract vendor's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. (Only applies to food/nutrition contracts)

EDGAR Certification
(Place after Tab 1i)

- V. Small Business, Minority-Owned Firms, and Women's Business Enterprises. When Federal funding may be used, Mohave shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321
- W. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contract vendor agrees that they will not provide equipment, services or systems that do not comply with 2 CFR §200.216 and/or 2 CFR §200.471. See also Public Law 115-232 section 889 for additional information.
- X. Subcontractors. Contract vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
- Y. Domestic Preferences for Procurements.
- a. As appropriate and to the extent consistent with law, Mohave and Mohave's members, to the greatest extent practicable under a Federal award, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322.
 - b. For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

OFFEROR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES WHEN APPLICABLE UNDER AN AWARDED CONTRACT. IT IS FURTHER ACKNOWLEDGED THAT OFFEROR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED, ABOVE AND APPLICABLE. OFFEROR MAY BE REQUIRED TO SIGN AMENDED EDGAR CERTIFICATIONS IF THE REQUIREMENTS OF 2 CFR 200 ARE UPDATED UNDER AN AWARDED CONTRACT.

Company Name: Midstate Mechanical, LLC

Mohave Solicitation Number: RFP 24B-0711

Printed Name: Rick Wagner

Authorized Signature: 

Date: 7/10/2024

Title: JOC Sales Manager

E-Mail: rwagner@midstatemechanical.com

TAB 2a

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

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

1. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This plan shall include, but not be limited to:
 - a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes:

The account team structure for a Mohave contract and role will be as follows:

Rick Wagner - JOC Sales Account Representative/Manager
Jeremy Ettesvold - Tucson Sales
Kevin Hunsberger – Project Manager
Erik Parker – Project Manager
Robert Lind – Superintendent Plumbing
Doug Carter – Superintendent Sheet Metal
Kevin Spencer – Superintendent Piping
Robert Rodriguez – Tucson Superintendent
Stephanie Coburn – Project Coordinator

Sales Contact Process

Our core business is to provide construction solutions, resources, and support for facility owners and managers. We especially focus on facilities renovation, repair, and remodeling.

Relationships are at the heart of our business. Rather than focus on a single project or process, we strive for long-term relationships with our customers—relationships built around dependability, responsiveness, results, and most importantly, trust. Midstate's Mohave sales process embraces this philosophy.

Midstate has a dedicated sales team focused on the education market. This team has 3 sales professionals who call the education market. Our sales team's goal is to identify and develop facility solutions for their customers. These experienced professionals try to establish options for the customer and then review options for procurement. We often detail the advantages in our written proposal that position the Mohave Contract vehicle as the most trusted source for open and transparent costing.

Account Team Support

Midstate has an extensive support staff to assist the field operations. The support staff includes: accounting, human resources, estimating, preconstruction, CAD, safety, purchasing, marketing, IT, engineering, service, warranty and full sheet metal and pipe fabrication. Once a project is sold via the Mohave process the entire team is briefed on the project and all understand the procurement process and our commitment to minimizing change orders, and the importance of transparency in the process to our customer.

Periodic Account Review Processes

As part of our ongoing process to ensure that we are offering our clients the best value using the Mohave Procurement tool, once a quarter we will review select projects using multiple JOC vehicles to compare. This comparison will allow us to see if we are creating a Win/Win situation for our customers and for our company.

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

b. Communication process with Mohave and its members:

The project manager will serve as the primary client liaison throughout the entire project. In this capacity, he will coordinate regularly scheduled construction team meetings with your staff to ensure open lines of communication and expedient problem resolution. The project manager will also conduct daily project status meetings with all project foremen to discuss issues and maintain updated progress reports.

The project manager will communicate early and often with your team to ensure the project follows the agreed-upon schedule. He will adjust the schedule and project load to prevent conflicts with normal business operations. Regular meetings, schedule reviews and advance notification of shutdowns will help prevent any impact to your operations.

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

While our approach is to service the customer in the timeliest manner there are many products and services that may be required. Our typical response to a customer service call is 2 Hours for Metro Area's and 4 Hours for Rural Area's. We will service the equipment immediately if the part is a standard stocked item. Otherwise, we have a purchasing team that can order special parts or products and we are relegated to the availability of the parts or products. Midstate will also coordinate with the customer depending on the size of the job and the access to perform the service or equipment that requires replacement. If the service or product requires an immediate response, the PO will get elevated, and our Special Projects team will take care of the install or service. If the service or product has a certain requirement for completion, our sales staff will coordinate with our Project Management Team and the customer to schedule the best time for service.

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

Midstate Mechanical believes that it is a benefit to continue training its staff on procedures, products and potential customers. We have monthly meetings to go over the necessary procedures to quote a proposal via the Mohave contract. All new sales staff or estimators need to complete an online RS Means class before sending out a proposal. Our accounting personnel meet monthly to make sure we are including all the Mohave projects on a Admin Report. The staff that is associated with the Mohave contract get weekly reports and lists that contain members lists which we call prospects. However, our main concern is to make sure the procedures are followed to properly quote customers, perform services and properly report purchase orders and contracts.

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

Midstate Mechanical has offices in Phoenix and Tucson with local staff and management.

Midstate Mechanical has a B-1 general contracting license and we offer both plumbing and mechanical services and an electrical license. This allows us to offer members with the complete services to deliver turnkey plumbing, mechanical projects.

We also offer in-house virtual design services. Our staff of BIM and survey engineers have the ability to design, draw, and coordinate a project in 3D. This allows us to prefabricate

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

systems offsite thus reducing the onsite work durations and impacts to the facility operations.

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

Midstate's sales staff has a history of working on Mohave contracts and the sales team is well versed in selling appropriate services. We will offer services for HVAC and plumbing to Mohave clients. The members of our dedicated sales team are briefed annually to identify what is available for their government market clients. When we have turnover in our sales and support organization, we have a training module on procurement and JOC contracting that we review as part of the on-boarding process.

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

Midstate Mechanical, LLC does not have any geographic limitation to the types of members that we can provide service.

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

In order to have a sustainable procurement tool like Mohave, all the parties involved; the client, Mohave Cooperative, and Midstate Mechanical have to work together to ensure that all understand the rules and process. During the development process if we uncover that there is an issue or concern, on the client's part in using the Mohave procurement process, then we have an open dialog with the customer and seek to address the concerns. We often find that a short education on the process and transparency that it brings addresses most of the clients concerns. Occasionally we are not able to address these issues, when this happens we refer the client to the staff at Mohave to discuss their options.

The goal of the Mohave JOC program is to provide a method of managing multiple details of renovation, rehabilitation, repair, and other construction projects on a predetermined set of pricing and standards. By using JOC, customers take advantage of a simplified process that is fast and responsive to their needs while providing excellent quality in construction.

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

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

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

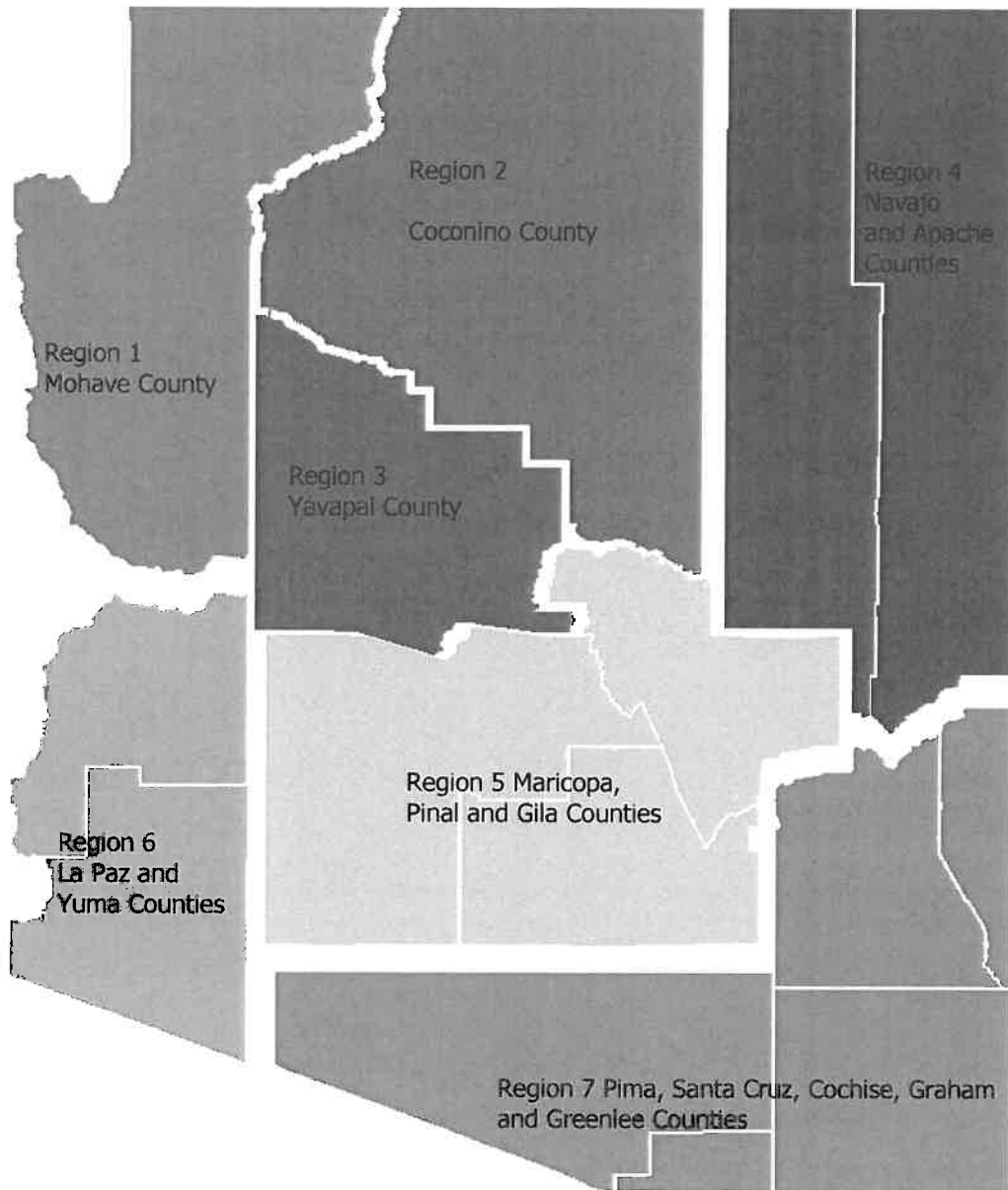
- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Based upon the regional map on Page 29, indicate which regions, or specific cities/counties within a region, that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

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

Region	Counties	a: Percentage of Business	b: Regions You Will Provide Services In	c: Regions Sales Force Will Target
1	Mohave	5%	X	X
2	Coconino	5%	X	X
3	Yavapai	7%	X	X
4	Navajo and Apache	3%	X	X
5	Maricopa, Pinal and Gila	50%	X	X
6	La Paz, Yuma	5%	X	X
7	Pima, Santa Cruz, Cochise, Graham and Greenlee	25%	X	X

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

**Regional Map
(use for regional or county specific offer)**



TAB 2b

Technical Proposal
Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 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 products or services in this solicitation as follows:
 - a. A short narrative description of what you are offering for this contract.
 - b. A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are proposing, and your firm's philosophy of doing business.
 - c. 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.
 - d. Provide information regarding your authorization to submit a proposal for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are an authorized dealer for the products or services in the proposal, or if you are a producer, publisher, or manufacturer of the products or services in the proposal.

Midstate Mechanical, LLC was started in 1986. Midstate Mechanical has a statewide footprint with offices in Phoenix, Tucson and field offices in Flagstaff and Yuma. The corporate office is located in Phoenix. The Tucson office operates as an extension of the Phoenix operation to better serve the southern part of the state. This statewide coverage allows us to serve Mohave clients throughout Arizona.

As a locally owned, full-service mechanical contracting firm, Midstate services include heating, ventilation, air conditioning, mechanical piping, plumbing as well as service/maintenance.

As a past Mohave JOC contractor for over 14 years, Midstate has a solid understanding of the process from pricing to upgrading and retrofitting facilities in a quick, efficient time frame. Our dedicated Mohave JOC team has extensive, successful experience delivering projects throughout Arizona and offers Mohave clients the expertise needed for their projects.

- **Local Company**
- **Current JOC Contractor**
- **Successfully Performs Work throughout Arizona**
- **JOC Expert**
- **Substantial Bonding**

Midstate Mechanical offers the following key qualifications for the Mohave Educational Services Cooperative Job Order Contract:

- Extensive JOC experience
- Current JOC contractor
- Ability to design, estimate, and propose projects on customer site
- Strong emphasis on preplanning to ensure successful project completion
- Dedicated Mohave JOC team
- Significant renovation/retrofit experience
- Comparable project experience
- Arizona based firm
- Over 30 employees with fingerprint clearance.

Midstate Mechanical has performed Mohave JOC work from 2005 - 2024 as a specialty contractor (HVAC and Plumbing). Additionally, we have been completing renovation and education projects since 1986. Our significant experience in education construction, renovation work and the Job Order Contracting delivery method will benefit the projects in many ways.

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

For 38 years, we have worked with school districts and municipalities throughout Arizona upgrading systems and performing renovations as well as new construction. Our staff has worked on active campuses and understands the safety, communication and security protocols to ensure no disruption to the existing facility. We have performed work in a myriad of environments from extreme heat to snow conditions covering the state of Arizona.

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.

Midstate Mechanical, LLC does not have any past or pending litigations in the past five years.

3. **Place after Tab 2b:** Provide a current, completed copy of your firm's IRS W-9.

Please see the attached.

4. **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.

Midstate Mechanical, LLC does not qualify as a small or minority owned business.

5. **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/JOCRFP24B0711>

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

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

Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

Midstate Mechanical, LLC has submitted the following references in which surveys should have been received:

Tim Mace – Casa Grande Elementary School District

Tim Baker – Glendale Union High School District

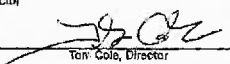
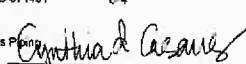
Brad Bulgrin – Mesa Public Schools

Tim McDonald – Higley Unified School District

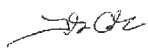
6. **Place after Tab 2b:** Provide copy of current Arizona contractor's licenses held by your company. (Indicate any contract license numbers for specialty services, e.g., C-11, CR-11, or A-17 for Electrical Services).

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

Please see the attached.

IMPORTANT NOTICE YOU MUST 1) REPORT DISSOCIATION OF QUALIFYING PARTY <u>IN WRITING</u> WITHIN 15 DAYS [SEE A.R.S. §32-1154(A)(18)] 2) REPORT A CHANGE OF ADDRESS <u>IN WRITING</u> WITHIN 30 DAYS [SEE A.R.S. § 32-1122(B)(1)] 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(7) § RULE R-4-9-110] Midstate Mechanical, LLC 1900 E. Riverview Dr. Phoenix, AZ 85034	THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY   LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA March 31, 2026 Registrar of Contractors CERTIFIES THAT Midstate Mechanical, LLC CONTRACTORS LICENSE NO. ROC 133925 CLASS B-1 General Commercial General Commercial Contractor THIS CARD MUST BE PRESENTED UPON DEMAND  Tom Cole, Director
IMPORTANT NOTICE YOU MUST 1) REPORT DISSOCIATION OF QUALIFYING PARTY <u>IN WRITING</u> WITHIN 15 DAYS [SEE A.R.S. §32-1154(A)(18)] 2) REPORT A CHANGE OF ADDRESS <u>IN WRITING</u> WITHIN 30 DAYS [SEE A.R.S. § 32-1122(B)(1)] 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(7) § RULE R-4-9-110] Midstate Mechanical, LLC 1900 E Riverview Dr Phoenix, AZ 85034	THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY   LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA September 30, 2025 Registrar of Contractors CERTIFIES THAT Midstate Mechanical, LLC CONTRACTORS LICENSE NO. ROC 071451 CLASS C-4 Specialty Commercial Boiler, Refrigeration and Process Piping THIS CARD MUST BE PRESENTED UPON DEMAND  Cynthia D. Casarez, Interim Director
IMPORTANT NOTICE YOU MUST 1) REPORT DISSOCIATION OF QUALIFYING PARTY <u>IN WRITING</u> WITHIN 15 DAYS [SEE A.R.S. §32-1154(A)(18)] 2) REPORT A CHANGE OF ADDRESS <u>IN WRITING</u> WITHIN 30 DAYS [SEE A.R.S. § 32-1122(B)(1)] 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(7) § RULE R-4-9-110] Midstate Mechanical, LLC 1300 E Riverview Dr Phoenix, AZ 85034	THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY   LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA August 31, 2025 Registrar of Contractors CERTIFIES THAT Midstate Mechanical, LLC CONTRACTORS LICENSE NO. ROC 148103 CLASS CR-39 Specialty Dual Air Conditioning and Refrigeration THIS CARD MUST BE PRESENTED UPON DEMAND  Martin J. Quezada, Director

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

STATE OF ARIZONA	
License No. ROC 155427	
Office of the Registrar of Contractors	
This is to certify that: Midstate Mechanical, LLC	
Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of CR-37 Plumbing	
Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on May 25, 2000	
	 _____ TOM COLE, DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

STATE OF ARIZONA	
License No. ROC 346035	
Office of the Registrar of Contractors	
This is to certify that: Midstate Mechanical, LLC DBA (if any)	
Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of CR-11 Electrical	
Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on July 3, 2023	
	 _____ MARTIN QUEZADA, DIRECTOR ARIZONA REGISTRAR OF CONTRACTORS

TAB 2c

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

- 1) Provide a list of your firm's job order contracts for the last three years.
 - a. *Include date, contracting agency, contract amount, and contact information for each.*
 - b. *If your firm has no job order contracting experience, provide the required information for your major construction projects.*

JOC Agency	Date of Contract	Contact	Value of Contract
1GPA 22-14PV	May 2022	Christy Knorr	\$1M
1GPA 24-13P	April 2024	Christy Knorr	\$1M
Northern AZ University NAU JOC	February 2015	Stephanie Bauer	\$1M
ADOA - SPO	July 2022	Dustin Deason	\$400,000

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

Midstate Mechanical, LLC had previous Mohave JOC experience and currently has (4) JOC contracts as listed above.

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

Midstate Mechanical has worked in occupied city, county and state buildings, schools, hospitals, universities, airports and office buildings. We understand the importance of safety, communication and other coordination protocols to ensure no disruption to the existing environment. We always evaluate the surroundings before performing any work, and all work is coordinated with the owner or owner's representative to ensure a smooth operation.

Midstate Mechanical has worked on school campuses for the past 38 years. In the last two years alone, Midstate has completed over \$30 million in K-12 renovation construction.

Below is a sample of school district and government projects:

K-12 SCHOOL DISTRICT PROJECTS	GOVERNMENT PROJECTS
Red Mountain Ranch Elementary School HVAC Upgrades	Peoria Elementary School Underground Water Leak Repair
Ironwood Elementary School HVAC Upgrades	Buckeye Elementary School Split Systems Replacement
Oak Learning Academy Cafeteria HVAC Upgrade	Estrella Mountain Elementary School Water Heaters & Mixing Valves Replacement
Buckeye Elementary School Gym Water Heaters Replacement	City of Glendale Operations Center Chiller Replacement

#31

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2024 12:37:54 PM
Last Modified: Thursday, June 27, 2024 12:39:56 PM
Time Spent: 00:02:02
IP Address: 4.39.106.61

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

Q1

Your Contact Information:

Name	Timothy Mace
Agency or Company	Casa Grande Elementary School District
Position	Director of Facilities
Email Address	timothy.mace@cgesd.org
Phone Number	5207051642

Q2

The vendor that you are providing vendor performance information for:

Company	Midstate Mechanical
Address	1900 E. Riverview Dr.
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85034

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Respondent skipped this question

Do you have any other comments, questions, or concerns?

#34

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 27, 2024 2:21:09 PM
Last Modified: Thursday, June 27, 2024 2:27:45 PM
Time Spent: 00:06:36
IP Address: 68.190.160.167

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

Q1

Your Contact Information:

Name	Tim Baker
Agency or Company	Glendale Union High School District
Position	Hvac Supervisor/Electrician
Email Address	timothy.baker@guhsdaz.org
Phone Number	623-435-6059

Q2

The vendor that you are providing vendor performance information for:

Company	Midstate Mechanical
Address	1900 E. Riverside Dr.
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85034

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Respondent skipped this question

Do you have any other comments, questions, or concerns?

#62

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 09, 2024 2:25:14 PM
Last Modified: Tuesday, July 09, 2024 2:34:17 PM
Time Spent: 00:09:03
IP Address: 66.210.4.42

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

Q1

Your Contact Information:

Name	Kevin Gates
Agency or Company	Liberty School District #25
Position	Maintenance Supervisor
Email Address	kgates@liberty25.org
Phone Number	6236967365

Q2

The vendor that you are providing vendor performance information for:

Company	Midstate Mechanical
State/Province	AZ

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)	10 - Very Satisfied
------------	---------------------

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

My salesperson Rick Wagner is top notch and and the technicians we get on site are always knowledgeable and respectful.

#68

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 11, 2024 5:39:11 AM
Last Modified: Thursday, July 11, 2024 5:44:06 AM
Time Spent: 00:04:54
IP Address: 206.168.10.26

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

Q1

Your Contact Information:

Name	Tim McDonald
Agency or Company	Higley Unified School District
Email Address	timothy.mcdonald@husd.org
Phone Number	4808251250

Q2

The vendor that you are providing vendor performance information for:

Company	Midstate Mechanical
State/Province	AZ

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)	9
------------	---

Q6

The close out process (invoicing, no unexpected fees):

(no label)

10 - Very Satisfied

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

I have been using Midstate Mechanical for 9 years and they are one of my to go vendors.

#70

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 11, 2024 9:34:15 AM
Last Modified: Thursday, July 11, 2024 9:37:46 AM
Time Spent: 00:03:30
IP Address: 204.43.130.242

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

Q1

Your Contact Information:

Name	Mike Kramer
Agency or Company	Mesa Public Schools
Position	Executive Director of Operations and Construction
Email Address	mjkramer@mpsaz.org
Phone Number	6027577024

Q2

The vendor that you are providing vendor performance information for:

Company	Midstate Mechanical, LLC
Address	1900 E Riverview Dr
City/Town	Phoenix
State/Province	AZ
ZIP/Postal Code	85034

Q3

The ability to deliver products/provide services per your expectations:

(no label)	10 - Very Satisfied
------------	---------------------

Q4

The overall quality of products/services provided by the firm:

(no label)	10 - Very Satisfied
------------	---------------------

Q5

The ability of the firm to interact with your staff members:

(no label)

10 - Very Satisfied

Q6

The close out process (invoicing, no unexpected fees):

(no label)

9

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)

10 - Very Satisfied

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)

10 - Very Satisfied

Q9

Yes

Is the survey information you have provided related to Job Orders for General Contract, Division 22 Plumbing and/or Division 23 HVAC provided in this solicitation?

Q10

Respondent skipped this question

If you answered no to the previous question, please provide a description of the types of products/services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

Great vendor to partner with for projects focused on mechanical and plumbing. MPS will hire them again.

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

East Valley Institute of Technology Underground Water Leak	Pinal County Juvenile and Adult Center Water Heater Replacement
Central Academy Valley Institute of Technology Restrooms Remodel	City of Temple Library RTU's Replacement
Washington High School Band Room Air Handler Replacement	Valley Metro Compressors Replacement
Hale Elementary School HVAC Replacement	City of Tolleson Fire Station Evaporative Coolers Replacement
Inca Elementary School Drinking Fountains	City of Glendale Shooting Range Split Systems Replacement
Kingman High School Underground Water Leak Repair	

Midstate's project teams perform hundreds of renovation projects every year throughout the State of Arizona. In fact, since Midstate began in 1986, renovation projects large and small have made up 40% of the work we perform. Our project managers, superintendents and general foremen regularly manage multiple projects simultaneously. Developing specific teams and processes to oversee the unique needs of JOC projects has proven to be very successful. These teams have the experience, resources, detailed planning and scheduling that's needed for the success of these often quick moving projects.

Midstate Mechanical performs work all over the state of Arizona throughout the year.

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

a. *Include specific information, e.g., type of claim, date, reason, amount, and outcome.*

Midstate Mechanical has not been involved in claims, litigation, or arbitration as part of non-performance, construction defect or non-payment on the part of Midstate. While claims can and do arise on projects, Midstate Mechanical addresses those issues immediately. We find that most claims can be resolved in a timely manner through communication, our ability to address the issue quickly and with the appropriate individuals on site.

In addition, in the past four years, the company has not:

- Operated under any other name;
- Ever failed to complete a contract, been defaulted, or had a contract terminated;
- Had any of its key people been a party to a bankruptcy or reorganization proceeding;
- Had any of its key people been involved in any lawsuit arising from a project;
- Had any of its key people been investigated for or found to have committed a violation of any labor laws;
- Had any of its key people been investigated for or found to have committed a serious OSHA violation;
- Had any of its key people been investigated for or found to have committed a violation of state, federal or local laws.

Midstate has had no judgements against us in the last four years. A lien was filed by a supplier on a project in 2022 over a change order dispute that has since been resolved.

Change Orders (Changes in Scope of Work)

The goal of a job order contract is to have a joint scope defined between the owner and the contractor. This scope is outcome/performance based. Minor changes to the scope do not necessarily constitute a change in the overall outcome of the project and would typically be considered as part of the initial scope or desired outcome. There are times that the owner

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

does decide that a change in the overall desired outcome of the project is required. In this case, Midstate Mechanical would work with the owner to mutually redefine the scope and outcome and a change in the contract price would be established and mutually agreed to with the Mohave Educational Services Cooperative.

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

- a. *Describe the services you are offering.*
- b. *Indicate if in-house staff will provide the services.*
- c. *Indicate the portions of a project that may be subcontracted to other firms.*
- d. *Provide a statement of your experience or the subcontractor's experience providing the services, particularly in a job order contract setting.*

5a. Midstate Mechanical is a full service mechanical contracting firm offering heating, ventilation, air conditioning (HVAC) and plumbing as well as design, engineering, service and maintenance.

5b. Midstate Mechanical uses in-house staff to complete HVAC and plumbing services. Services that may be subcontracted include: stamped/engineered drawings and electrical.

5c. What is subcontracted depends upon the scope of work. Services that may be subcontracted include: insulation, electrical, test & balance, commissioning, drywall, concrete and structural.

5d. Midstate has offered design services for over 30 years. We oversee design services on many of our JOC contracts and owner direct work. In addition to providing design services on Mohave contracts, we have provided maintenance and service since 2005. We have an extensive subcontractor qualification requirements which includes background checks and insurance minimums.

6) Provide a Contract Management Plan.

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

The actual implementation / construction phase of a mechanical project under the Mohave contract has the hallmarks of a traditional design build or capital project. Our Engineering and Design team will work with the customer to develop a scope of work that meets the needs, and fits the budgets of the customer. We have access to any and all brands of equipment to pick and choose what is the best fit for the project and budget.

Midstate Mechanical is capable of any project big or small, from central plant retrofits to single unitary change outs of a failed air conditioning unit. From changing or repairing a leaking faucet to repairing an underground water leak.

Mohave projects flow through several phases. However, there are additional project team members who will have primary responsibility for the project as it moves from phase to phase. Midstate Mechanical's in-house experts from all disciplines participate in ALL phases of a project, starting at the proposal phase.



**Technical Proposal
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Midstate Mechanical's in-house experts from all disciplines participate in ALL phases of a project, starting at the proposal phase.

Once contracted for the project, we provide a turnkey solution, in which we perform all work needed for the project, using our own crews and those of our specialized subcontractors, to ensure the work is completed properly and in the schedule developed with the customer. There will be on going inspections of work in progress by our superintendent and project manager with the customers appointed agent. As the project nears completion, we will bring in our 3rd party commissioning contractor to verify operation and perform test and balance of all systems. We will provide a complete catalog of all Operations and Maintenance Manuals for the customer, along with hands on training of performing the maintenance on the equipment.

Once the project is completed and accepted by the customer, we can offer any and all preventive maintenance programs to keep the equipment operating at peak performance and efficiency, which is very critical for longevity of the equipment.

Construction Project Manager Responsibilities

The Project Manager will schedule all project meetings including an initial kickoff meeting with client. During the kickoff meeting, Midstate Mechanical will review the project objectives, timelines, and obligations of each party to ensure the project success. Specific discussion items for the kickoff meeting include, but are not limited to the following:

- Review of the scope of work and preliminary project schedule
- Contact information for customer, Midstate Mechanical team and subcontractors
- Security and access to all areas included in scope of work
- Work hours for site personnel and contractor staff
- Safety and hazardous materials
- Required permits (confined space, hot work, local building, electrical etc.)
- Anticipated project impacts during construction
- Special operational requirements such as research, IT, or housing areas
- Staging areas, trailers, material storage, and lockable space

*MIDSTATE
MECHANICAL
seamless turn-
over process
assures that our
clients will have
reliable, quality
information
available even
after
construction is
complete.*

Once all project designs and specifications have been developed, presented to the client and approved, the Project Manager will then begin the implementation of the project in a collaborative effort with the site personnel. The Project Manager will perform the following project management procedures:

- Direct subcontractor work schedules based on coordination with client
- Require subcontractors to submit status reports (daily, weekly)
- Conduct weekly construction meetings unless directed otherwise by the client. Updates include work completed and schedule "look-aheads" to keep client informed of the next affected areas.
- Schedule informal kickoff meetings with a representative for each affected building and coordinate future work with this individual to meet the operational requirements of that facility
- Inspect work during site visits and review work with subcontractors. All deficiencies and punch list items are noted at this time. As soon as practical following these walk-throughs, we will establish a timeline and provide it to the subcontractors for completion of open items.
- Schedule site walk-throughs with the client's personnel to verify that substantial completion is attained and design requirements have been met.

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- Document all changes to the work and receives appropriate approvals before initiating any changes to the scope of work.
- Redline documents and generate project "as-built," which are provided to the client in the project turnover package.
- Coordinate all commissioning and initiate training procedures.

Midstate Mechanical, LLC will take care to resolve all punch list issues prior to requesting final acceptance of the project by site staff.

b. *What personnel will be used?*

The following individuals represent the dedicated team that has been hand selected for the Mohave Educational Services Cooperative Job Order Contract. We have carefully arranged the optimal team for the Mohave Job Order Contract.

Rick Wagner, JOC Sales Account Representative/Manager
Jeremy Ettesvold – Tucson Sales
Kevin Hunsberger – Project Manager
Erik Parker – Project Manager
Robert Lind – Superintendent Plumbing
Doug Carter – Superintendent Sheet Metal
Kevin Spencer – Superintendent Piping
Robert Rodriguez – Tucson Superintendent
Stephanie Corburn – Project Coordinator

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

Our entire staff of 165 employees are located in Arizona.

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

Midstate has multiple offices within the state so the requests are directed to the responsible office which has an estimating and operations team dedicated to JOC projects. The main office houses additional staff that can be utilized as overflow to process requests in a timely manner. Our dedicated sales team has the industry knowledge that allows them to develop project scopes and pricing.

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

Managing multiple projects is critical to the Mohave JOC process. Midstate is accustomed to managing multiple projects simultaneously, it's the nature of what we do. With field offices in two locations throughout the state, we are able to promptly respond to multiple JOC request throughout the state and manage multiple JOC orders. We have sufficient staff to be responsive and successfully accomplish multiple projects. We do not have any geographic limitations or limitations for the number of simultaneous JOC Orders.

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

Midstate does not foresee any limitations geographically or in the number of simultaneous JOC orders.

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

Midstate Mechanical has been performing Job Order Contracting services since the delivery method was introduced in 2001 and we continue to earn a reputation as one of Arizona's premier JOC contractor. Our experience has afforded us the knowledge to assemble a streamlined system for executing JOC projects. We are able to respond rapidly to job requests and have the resources of 100+ trade professionals to perform work at any given time.

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Midstate is uniquely positioned with the ability and resources to perform and manage multiple JOC projects at the same time.

- h. *Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and Trade Service (if applicable).*

Midstate Mechanical, LLC currently uses RS Means and Cost Works on both of the JOC contracts in place to provide clear transparent pricing for all projects. Our current contracts do not use Trade Service but we have the ability to utilize the service if awarded the Mohave contract.

- i. *Does your firm currently use RS Means Online, CostWorks, Trade Service, or any other estimating software based on RS Means UPBs. If not, how will you prepare JOC cost quotations and invoices?*

Midstate Mechanical, LLC currently uses RS Means and Cost Works on both of the JOC contracts in place to provide clear transparent pricing for all projects. Our current contracts do not use Trace Service but we have the ability to utilize the service if awarded the Mohave contract.

7) Describe your Quality Management Plan.

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

Annually Midstate Mechanical reviews and updates its Strategic Plan. From this plan specific goals are created and shared with the entire company. All goals are measurable. Action plans to accomplish the goals are created, assigned and reviewed quarterly for progress. Goals are created using data from various items like punch lists, site inspections, post project reviews, etc.

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

The policy of Midstate Mechanical is to strive for excellence providing services that meet our customers' needs, and by anticipating and exceeding their needs where appropriate. Our process for achieving this policy is prevention based, utilizing quality management concepts and techniques. Our goal is continuous improvement to achieve error-free performance and total customer satisfaction.

The result of our commitment to total quality management is delighted customers, employees and stakeholders that reward us with their loyalty and advocacy which successfully carries us into the future. We work hard to meet customers, expectations on time, every time, by living this policy. In addition, we regularly seek feedback from our customers so that we may continually improve our services.

Midstate's foremen inspect work daily on projects. By doing this any issues can be resolved immediately. We use a quality control process to ensure that the right work has been performed the right way. At Midstate, all employees are responsible for inspecting their work as it is installed but the additional inspections by the foreman, superintendent, and project managers ensures we deliver a quality product to the client.

- c. *How do you stay on schedule?*

The project manager will serve as the primary client liaison throughout the entire project planning and implementation process. In this capacity, he will coordinate regularly scheduled construction team meetings with your staff to ensure open lines of communication and expedient problem resolution. The project manager will also conduct daily project status meetings with all project foremen to discuss issues and maintain updated progress reports.

The project team will communicate early and often with your team to ensure the project follows the agreed-upon schedule. The project manager will adjust the schedule and project load to

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prevent conflicts with normal business operations. Regular meetings, schedule reviews and advance notification of shutdowns will help prevent any impact to your operations.

- d. *What is your complaint and dispute resolution procedure?*

Identifying Problems

Even though one of the project manager's main responsibilities is to avoid problem situations altogether, problems sometimes arise. The project manager has the tools, experience and skills necessary to identify and resolve issues or concerns before they escalate into major problems that threaten the construction or renovation schedule. These time-tested procedures and methodologies will make the entire project seamless to the customer.

Dispute Resolution

All projects will generate "issues" we like to refer to them as "challenges." Most of these typical "challenges" however, can be avoided through our proactive approach of keeping lines of communication open to all those involved. If a "challenge" should arise, we tackle it by meeting with all involved parties to assist in a speedy and effective resolution. Our goal is that the resolution be in the best interest of the Project and Project Team. We also strive to resolve issues at the appropriate level.

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

Over the years Midstate has developed a dedicated JOC team that specializes in JOC projects. This is the core team that would be working on Mohave projects in the future. We found that by having a dedicated team we are able to provide a higher quality experience to our clients. Not only does it improve our field performance as these teams specialize in working in occupied buildings and around the occupants but also minimizes issues with various nuances of the JOC programs.

Our team has completed hundreds, if not over a thousand, JOC projects that range from an emergency repair to complete remodels. Understanding and embracing the challenges of JOC projects is what sets our group apart. We know that when Midstate agrees to provide a service we will provide that service at the highest level.

8) Describe your Subcontractor Selection and 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*

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plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.

Midstate is a locally owned business that has operated in Arizona for 38 years and is actively involved in trade and business organizations; keeping us up to date on the current and local market conditions. We base our business modeling and purchasing through long term forecasts. Although we cannot stop cost escalation on materials, we actively minimize increases by working closely with vendors to pre-purchase and pack and hold prior to material increases. We work diligently with key suppliers to lock in pricing on volatile commodities when possible.

Effective subcontractor management involves more than just finding a good contractor and signing a contract. We actively manage the construction process to ensure high-quality work that is completed on time. Midstate self performs HVAC duct, HVAC piping, plumbing, med gas, and service. Some of our typical subcontractors on JOC projects are electrical, controls, crane, concrete, drywall & painting.

Managing Subcontractors

It is the policy of Midstate Mechanical, LLC to pre-qualify all subcontractors prior to bidding on any of our projects. From the information provided in the Subcontractor Pre-Qualification Statement, a maximum contract limit will be established for each subcontractor. This pre-qualification process considers the following elements based on the subcontractor's submitted Pre-Qualification Statement and accompanying data:

- ❖ Legal name and business structure (corporation, partnership, sole proprietorship) contact information, responsible party(ies)
- ❖ State contractor licenses held, status of all licenses (current, suspended, revoked)
- ❖ CSI Divisions/Trades performed
- ❖ Minority Business Status (DBE, MBE, WBE, SBE)
- ❖ Prevailing Wage project eligibility
- ❖ Financial Status
- ❖ Insurability and Bondability
- ❖ References

In addition to the data in the Subcontractor Pre-Qualification Statement, Midstate also evaluates subcontractor capabilities relative to available staff, current workload and past performance and may utilize such findings in determining a subcontractor's qualification for a specific project. Upon evaluation of all pre-qualification information, a maximum contract amount will be established and the subcontractor will be entered into Midstate's subcontractor database based on the CSI Division(s) requested. This database will be used to develop a listing of subcontractors.

Company Experience	15 Points
Financial and Processes	10 Points
Project Specifics	20 Points
Safety Program	15 Points
Resource Capacity and Employee Programs	15 Points
Total Points Available	75 Points

While we prequalify and score all vendors and subcontractors we also preselect vendors to bid based on their qualifications. Some projects are more complex than others and we utilize certain subcontractors based on their past performance and experience. Our previous work experience has afforded us the ability to review a long list of past projects with each vendor

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so the selection process is streamlined. Working around occupied facilities and in secured areas has additional risks that we are aware of and the scrutiny placed on our internally planning is carried to our subcontractors and trade partners.

Subcontractor/Location	Type of Work	License Class	License No.
Quality Mechanical Insulation, Morristown, AZ	Insulation	CR-40	102155
Karber Mechanical Insulation, Phoenix, AZ	Insulation	CR-40	212798
TAB Technology, Inc., Phoenix, AZ	Test & Balance	CR-5	135164
Systems Commissioning & Testing, Tucson, AZ	Test & Balance	CR-39	081448
Resolute Performance Contracting, Tempe, AZ	Steel & Concrete	B-1	276181
Hennigan Excavating, Phoenix, AZ	Excavation	A-5	162798
Barrett Homes, Phoenix, AZ	Acoustical Ceiling	CR-1	072334
Stone Cold Masonry, Phoenix, AZ	Masonry	CR-31	142638
Pete King Drywall, Phoenix, AZ	Drywall	CR-10	088836
Pete King Painting, Phoenix, AZ	Painting	CR-34	088846
Midwest Contracting	Hydro-vac	A-12	309159
Midstate Mechanical, LLC	Electrical	CR-11	346035
Kraemer Consulting Engineers, Phoenix, AZ	MEP Engineer		16407
LSW Engineers, Phoenix, AZ	MEP Engineer		10252

Midstate Mechanical has long standing relationships with the subcontractors listed. We utilize these subcontractors on numerous projects. They have all been prequalified through our company and have strong experience working on Mohave JOC projects.

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.*

Please see the attached letter.

- 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.*

General Company Safety Philosophy Statement

This general company safety philosophy has been developed to reflect and communicate the proactive safety attitude maintained at this company. The company will comply with appropriate safety and security laws and regulations such as those established by:

- The Occupational Safety and Health Act (OSHA),
- The EPA (Environmental Protection Agency),
- The DOT (Department of Transportation), and
- All applicable federal, state, and local safety and health regulations.

Our current EMOD rate is .90 and Midstate maintains a Safety and Health Program which

**Technical Proposal
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(Place after Tab 2c)**

conforms to the best practices of our industry. The safety and well-being of all individuals is critical to our continuing commitment to deliver the highest quality construction services. Safety is part of the culture at Midstate Mechanical. We will bring our subcontractors and suppliers into the process by involving them in our commitment to quality and a safe work environment. We have our own safety manual and will require all of our subcontractors to submit copies of theirs. The Midstate Mechanical Safety & Health Program Manual was developed within the guidelines of OSHA regulations and nationally recognized industry standards. However, it is not our intention to only comply with the minimum standards. The success of Midstate's safety program requires the combined efforts of management, supervisors and employees.

- Midstate provides extensive training to our employees including:
- New hire orientation
- Job specific training
- OSHA 30 hour for supervisory personnel, OSHA 10 hour for craftspeople and additional task specific training as needed
- Comprehensive safety meetings
- Toolbox talks
- Weekly site inspections
- Monthly/Quarterly site inspections are performed with a loss control representative from our insurance carrier

We have a full time dedicated Safety Manager, Jack Gonzalez who holds an OSHA-500 training certificate.

Our substance abuse program requires mandatory testing for pre-employment, post-accident, random, and for cause. Personal protective equipment is required at all times, including a 100% Hard Hat and Safety glasses. Additional personal protective equipment is required based on a task related job hazard analysis.

Many companies involved in construction have written safety plans for individual safety topics, but few have an umbrella plan to summarize overall safety. This safety policy states Midstate Mechanical's overall view of safety and the tenets of the safety program for our construction sites.

In order to establish and organize good safety policies and procedures, this General Safety Policies and Procedures Written Plan summarizes information regarding safety policies and procedures at this company. Midstate Mechanical's Risk Manager is responsible for implementing and updating this plan. The plan is kept onsite at each project construction trailer.

Please see the attached Safety Training Program.



1050 W Washington Street, Suite 233 | Tempe, AZ 85281
P.O. Box 64985 | Phoenix, AZ 85082-4985
(602) 956-2250 phone (602) 956-2258 fax

July 7, 2023

Midstate Mechanical, LLC.
1900 Riverview Dr.
Phoenix, AZ 85034

RE: 5 Year Historical Experience Modification Factors

To Whom It May Concern:

Please accept this letter confirming the NCCI Workers' Compensation Experience Modification history for Midstate Mechanical, LLC. as follows:

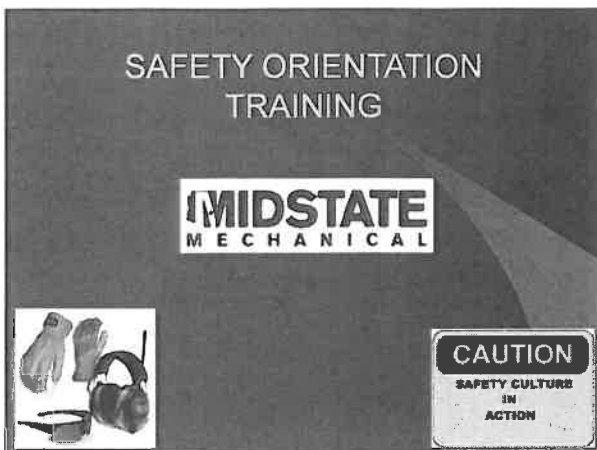
Effective	6-1-23	.90
Effective	6/1/22	1.05
Effective	6/1/21	.96
Effective	6/1/20	.88
Effective	6/1/19	.75

Sincerely,

Kelly Batka

Kelly J. Batka, CIC
Senior Client Manager

Basic Safety Orientation



Contacts		
Safety Manager	Jack Gonzalez	Cell – (602) 725-8481
Human Resources	Victoria Burke	Direct – (602) 452-8603
VP of Operations	Jason Golightly	Direct – (602) 452-8684

Drug / Alcohol Policy

- **Zero Tolerance for Drugs or Alcohol**
- Do Not Bring Drugs or Alcohol to Work
- Do Not Use Drugs or Consume Alcohol at Work
- Do Not Come to Work While under the Influence of Drugs or Alcohol.
- Company Policy:
 - No use of drugs or alcohol on company property
 - No use of drugs or alcohol while on duty
 - No use of drugs or alcohol while operating company equipment



INCIDENT REPORTING

- **Report ALL Incidents!**
- Minor Injuries (Cuts & Bruises – First Aid)
- Serious Injuries (Requiring Medical Attention)
- Property Damage (Including Vehicle/Equipment Accidents)
- Near Misses (Instance where an Incident was avoided)
- Theft (Stolen Property)
- Report all incidents to your Foreman or Supervisor.
- All Supervisors must immediately report incidents to the Safety Manager.



**MIDSTATE
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Hazard Communication

- "The Right To Know"
- Chemical Hazards
- Written Program
- Training
- Container Labels
- Safety Data Sheets (SDS)
- Inventory List



**MIDSTATE
MECHANICAL**

Safety Data Sheets

- Identity of Material and Manufacturer
- Hazardous Ingredients
- Physical and Chemical Characteristics
- Fire and Explosion Hazard Data
- Reactivity Data
- Health Hazard Data (Limits, Symptoms, etc.)
- Precautions for Safe Handling
- Control Measures and First Aid

Basic Safety Orientation



Personal Protective Equipment

- Required when engineering or administrative controls are inadequate.
- Must be properly selected and worn.
- Training is required.
- Pre-Job analysis
 - Hazard Assessment



Head Protection

- Hard Hats (Safety Helmets)
 - Class E - 20,000 Volt Electrical Rating.
 - Class G - 2,000 Volt Electrical Rating.
 - Class C - No voltage protection
- Types
 - Type I - Protection from impact and penetration at the crown (top).
 - Type II - Protection from impact, penetration at the crown (top) & laterally (sides and back).
- Bump Caps
 - Not recommended



Eye and Face Protection

- Safety Glasses (Required for all work being performed)
- Goggles - better protection for chemicals, splashes, dusts, or projectiles.
- Face Shield - better for splashes or projectiles
- Chemical Splash Hood
 - shoulder length or longer



Eye and Face Protection

- Must meet **American National Standards Institute (ANSI) Z87.1 – 2015 – “Occupational and Educational Personal Eye & Face Protection Devices”**.
- **Prescription Safety Glasses:**
 - Prescription safety eyewear will require an eye examination by local optometrist of the employee's choice.
 - Prescription safety eyewear will be obtained from a licensed optician based upon the results from an eye examination performed by an optometrist.
 - The purchase of prescription safety glasses will be at the cost of the employee.



Hand and Foot Protection

- | | |
|---|--|
| <ul style="list-style-type: none"> • Gloves / sleeves <ul style="list-style-type: none"> – General duty <ul style="list-style-type: none"> • Cut Resistant (Level 2 or 5). • Supplied by company. – Electrical Work <ul style="list-style-type: none"> • Class 0 Gloves and protectors. • Utilized for working on or around live voltage. | <ul style="list-style-type: none"> • Shoes / Boots <ul style="list-style-type: none"> – Toe <ul style="list-style-type: none"> • Composite • Steel – Electrical <ul style="list-style-type: none"> • EH rated boots (Service Techs Only). |
|---|--|



Hearing Protectors



- Ear Plugs - preferred (NRR* 20-30 dB)
- Ear Muffs - 2nd choice (NRR 15-30 dB)
- Double Hearing Protectors (plugs and muffs) (NRR 30-40 dB) used for levels over 115 dB

(*NRR = Noise Reduction Rating - an approximate decibel reduction provided by the protector in lab conditions. Subtract 7 dB for approximate "real world" attenuation)

Basic Safety Orientation

MIDSTATE MECHANICAL

Fall Protection



- Any open edge higher than six (6) feet
 - Guardrail System
 - Safety Net System
 - Personal Fall Arrest System
- Any fixed ladder higher than 20 feet
 - Ladder Safety Device (with body harness)
 - Safety Cage with offset landings every 30 feet

MIDSTATE MECHANICAL

Portable Ladders

- Use only approved ladders
- Inspect before use
- Use both hands
- One person only
- Firm, level footing
- Do not use as platform or scaffold
- Use fall arrest if > 6 ft. working from ladder
- Secure top of extension ladders
- Extend 3 feet above access or working level
- Use 4:1 lean ratio



MIDSTATE MECHANICAL

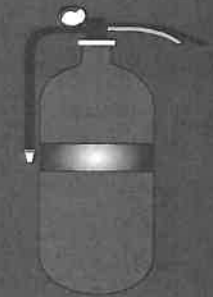
Aerial Lifts

- Secure lanyard to anchor point
- Never use a ladder from a lift
- Don't over extend boom lifts
- Follow manufacturer's safety notices



MIDSTATE MECHANICAL

Fire Extinguisher Features



- Operating lever
- Locking pin
- Pressure gauge
- Discharge nozzle
- Label
 - type of extinguisher (A,B,C,D)
 - instructions

MIDSTATE MECHANICAL

Fire Extinguisher Use

- Select correct extinguisher for class of fire
- Pull the locking pin
- Aim at base of fire
- Squeeze and hold the discharge lever
- Sweep from side to side
- CAUTION - monitor the area, the fire could re-ignite
- Always notify supervisor of extinguisher use so it can be replaced or recharged and the fire investigated



MIDSTATE MECHANICAL

Basic First Aid

- Shock
 - Lay victim down
 - Keep victim warm
 - Keep victim calm
 - Get assistance
- Bleeding
 - Use clean bandage
 - Apply pressure
 - Elevate wound
- Burns
 - 1st Degree - redness only, flush with cool water
 - 2nd Degree - blisters, place damp bandage, use no ointments
 - 3rd Degree - white or charred, use dry bandage
 - 2nd or 3rd - get medical attention

Basic Safety Orientation

MIDSTATE
MECHANICAL

Temperature Stress - Heat

- Sunburn - keep skin covered
- Heat Cramps - drink dilute "Gatorade"
- Heat Exhaustion - heavy sweating, cool skin
 - Cool victim, seek medical attention if vomiting
- Heat Stroke - medical emergency
 - Hot, dry skin, rapid then weakening pulse
 - Cool victim immediately



MIDSTATE
MECHANICAL

Good Safety Practices

- Inspect work area daily
- Be an observer - stay alert
- Housekeeping, Housekeeping, Housekeeping
- Use your best safety device - THINK
- If you're not sure - ASK someone!!
- Report Injuries/Incidents/Illnesses
- Report safety issues to the safety committee

TAB 2d

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 2520 Northwinds Pkwy Suite 600 Alpharetta, GA 30009 770 664-6818		CONTACT NAME: Karen Holbrook PHONE (A/C, No, Ext): 770 664-6818 FAX (A/C, No): 888 827-9870 E-MAIL ADDRESS: Karen.Holbrook@mcgriff.com															
INSURED Midstate Mechanical LLC 1900 E. Riverview Drive Phoenix, AZ 85034		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D : Zurich American Insurance Company of IL</td> <td>27855</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : Steadfast Insurance Company	26387	INSURER D : Zurich American Insurance Company of IL	27855	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO149300200	06/01/2024	06/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP149300100	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			AUC133996400	06/01/2024	06/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC149300300	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Installation Flr			QT6304Y393218TIL24	06/01/2024	06/01/2025	\$2,000,000 per job site
C	Professional/Poll			EOC170004100	06/01/2024	06/01/2025	\$3,000,000
	Leased/Rented Eqm			QT6304Y393218TIL	06/01/2024	06/01/2025	\$500,000 per item

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

Certificate Holder is included as Additional Insured when required by a written contract for the General Liability, Auto Liability, Umbrella, Professional and Pollution Liability. Waiver of Subrogation will apply if required by written contract for the General Liability, Auto Liability, umbrella, Professional/Pollution Liability and the Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TAB 2e

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

7. **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.

Please see the attached.

**Note: Confidential
Financial
Information REMOVED**

TAB 4a

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

1. Contact information for firm's headquarters:

Physical Address 1900 East Riverview Drive, Phoenix, Arizona 85034

Mail Address, if different Same as above

Main Phone Number 602.470.1920

Website www.midstatemechanical.com

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

Physical Address 1900 East Riverview Drive, Phoenix, Arizona 85034

Mail Address, if different Same as above

Main Phone Number 602.470.1920

Website, if different Same as firm's headquarters

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

3. Contact information for purchase orders:

Physical Address 1900 East Riverview Drive, Phoenix, Arizona 85034

Email Address rwagner@midstatemechanical.com

Attention of Rick Wagner, Mohave Sales Account Representative, Estimator

4. Payment remittance address 1900 East Riverview Drive, Phoenix, Arizona 85034

Attn: Accounts Receivable

City Phoenix

State Arizona

Zip 85034

Telephone (invoice questions) 602.470.1920

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 86-0549402

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

If yes, please check one:

☐ Our combined state, city, county and/or other local sales tax rate is % (local rate).

☒ The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

Per the AZ DOR statute. Attached is a breakdown of the different tax rates by city in Arizona.

MRRA projects are taxable on materials and equipment only at the point of sale so the tax

Rates vary. New construction and qualified expansions are taxable at 65% of the local rate.

6. Acceptance of Pcard/credit cards for Payment:

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

Will you accept Pcard/credit cards as a method of payment? Yes _____ No X

7. Contacts for Mohave:

Main Mohave representative contact: Rick Wagner

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

Title Mohave Sales Representative Email address rwagner@midstatemechanical.com

Phone number 480.349.2718 Fax 602.452.8606

Contract Administrator contact: Marissa Ramirez

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

Title Estimating Coordinator Email address mr Ramirez@midstatemechanical.com

Phone number 602.452.8671 Fax 602.452.8606

Accounting contact: Cheryl Jackson

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

Title AR/AP Coordinator Email address ar@midstatemechanical.com

Phone number 602.470.1920 Fax 602.452.8606

Open Order/Status Report contact: Stephanie Coburn

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

Title Project Coordinator Email address scoburn@midstatemechanical.com

Phone number 602.470.1920 Fax 602.452.8606

Audit contact: Diana Cockerill

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

Title Project Coordinator Email address dcockerill@midstatemechanical.com

Phone number 602.452.8639 Fax 602.452.8606

Reconciliation contact: Rick Wanger

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

Title Mohave Sales Representative Email address rwagner@midstatemechanical.com

Phone number 480.349.2718 Fax 602.452.8606

Escalation contact: Robert Sowa

(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 and who is authorized to make decisions for the firm.)

Title President Email address bsowa@midstatemechanical.com

Phone number 480.721.6278 Fax 602.452.8606

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

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

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

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

☐ **No**, the following is not applicable to our offer.

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

To activate a warranty or obtain warranty and maintenance service, place a phone call to our Service Dispatch at 602.452.8668. This will get you in touch with a Service Dispatcher who will schedule a warranty service to be conducted. Joe Simeri, Service Manager or Heather Prather will coordinate and schedule the work to be done and be the main point of contact. In the event of an after-hours warranty or emergency repair, the number listed above will be forwarded to the on-call technician.

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

Midstate Mechanical self performs warranty and maintenance services. The main contact is 602.452.8668, Service Dispatch, which will connect you to a Service Dispatcher. All service calls are centrally coordinated and dispatched to the applicable office. If need be, you can contact Joe Simeri who is in charge of service and warranty or Heather Prather who is Assistance Service Manager.

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

Joe Simeri 602.723.5432 or Rick Wagner, Charles Werkheiser, Jeremy Ettesvold or Jon Gooch at 602.470.1920.

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

Midstate Mechanical has 26 HVAC and plumbing service technicians that would serve a Mohave contract.

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

Our service/warranty technicians have about \$2,000-\$4,000 on hand for the accounts that Midstate has in the State of Arizona. In addition, we are able to provide immediate service due to our business relationships with all of the wholesalers and equipment representatives in Arizona.

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

Metropolitan Areas: 2 hours – Rural Areas: 4 Hours.

CONSTRUCTION SALES TAX CHART – 2024

City	City Rate	County Name	County/State Rate	Total Tax Rate City/County	65% Constr. Rate
Apache Junction - MAR	2.40%	Maricopa	6.30%	8.70%	5.66%
Apache Junction - PNL	2.40%	Pinal	6.70%	9.10%	5.92%
Avondale	2.50%	Maricopa	6.30%	8.80%	5.72%
Benson	4.00%	Cochise	6.60%	10.60%	6.89%
Bisbee	3.50%	Cochise	6.60%	10.10%	6.57%
Buckeye	3.00%	Maricopa	6.30%	9.30%	6.05%
Bullhead	2.00%	Mohave	5.60%	7.60%	4.94%
Camp Verde	3.65%	Yavapai	6.35%	10.00%	6.50%
Carefree	4.00%	Maricopa	6.30%	10.30%	6.70%
Casa Grande	4.00%	Pinal	6.70%	10.70%	6.96%
Cave Creek	5.00%	Maricopa	6.30%	11.30%	7.35%
Chandler	1.50%	Maricopa	6.30%	7.80%	5.07%
Chino Valley	4.00%	Yavapai	6.35%	10.35%	6.73%
Clarkdale	4.50%	Yavapai	6.35%	10.85%	7.05%
Clifton	3.00%	Greenlee	6.10%	9.10%	5.92%
Colorado City	2.00%	Mohave	5.60%	7.60%	4.94%
Coolidge	4.00%	Pinal	6.70%	10.70%	6.96%
Cottonwood	4.50%	Yavapai	6.35%	10.85%	7.05%
Dewey-Humboldt	2.00%	Yavapai	6.35%	8.35%	5.43%
Douglas	3.80%	Cochise	6.60%	10.40%	6.76%
Duncan	2.00%	Greenlee	6.10%	8.10%	5.27%
Eagar	3.00%	Apache	6.10%	9.10%	5.92%
El Mirage	3.00%	Maricopa	6.30%	9.30%	6.05%
Eloy	4.50%	Pinal	6.70%	11.20%	7.28%
Flagstaff	2.281%	Coconino	6.90%	9.181%	5.97%
Florence	4.00%	Pinal	6.70%	10.70%	6.96%
Fountain Hills	2.90%	Maricopa	6.30%	9.20%	5.98%
Fredonia	4.00%	Cochise	6.10%	10.10%	6.57%
Gila Bend	3.50%	Maricopa	6.30%	9.80%	6.37%
Gilbert	1.50%	Maricopa	6.30%	7.80%	5.07%
Glendale	2.90%	Maricopa	6.30%	9.20%	5.98%
Globe	3.30%	Gila	6.60%	9.90%	6.44%
Goodyear	3.50%	Maricopa	6.30%	9.80%	6.37%
Guadalupe	4.00%	Maricopa	6.30%	10.30%	6.70%
Hayden	3.00%	Gila	6.60%	9.60%	6.24%
Higley	0.00%	Maricopa	6.30%	6.30%	4.10%
Holbrook	3.00%	Navajo	6.43%	9.43%	6.13%
Huachuca City	1.90%	Cochise	6.60%	8.50%	5.53%
Jerome	3.00%	Yavapai	6.35%	9.35%	6.08%
Kearny	4.00%	Pinal	6.70%	10.70%	6.96%
Kingman	2.50%	Mohave	5.60%	8.10%	5.27%
Lake Havasu City	2.00%	Mohave	5.60%	7.60%	4.94%
Litchfield Park	4.80%	Maricopa	6.30%	11.10%	7.22%
Mammoth	4.00%	Pinal	6.70%	10.70%	6.96%
Marana	4.00%	Pima	6.10%	10.10%	6.57%

Maricopa	3.50%	Pinal	6.70%	10.20%	6.63%
Mesa	2.00%	Maricopa	6.30%	8.30%	5.40%
Miami	2.50%	Gila	6.60%	9.10%	5.92%
Nogales	2.00%	Santa Cruz	6.60%	8.60%	5.59%
Oro Valley	4.00%	Pima	6.10%	10.10%	6.57%
Page	3.00%	Coconino	6.90%	9.90%	6.44%
Paradise Valley	2.50%	Maricopa	6.30%	8.80%	5.72%
Parker	2.00%	La Paz	6.60%	8.60%	5.59%
Patagonia	3.00%	Santa Cruz	6.60%	9.60%	6.24%
Payson	3.88%	Gila	6.60%	10.48%	6.81%
Peoria	1.80%	Maricopa	6.30%	8.10%	5.27%
Phoenix	2.30%	Maricopa	6.30%	8.60%	5.59%
Pima	3.00%	Graham	6.60%	9.60%	6.24%
Pinetop-Lakeside	3.00%	Navajo	6.43%	9.43%	6.13%
Prescott	200.00%	Yavapai	6.35%	206.35%	134.13%
Prescott Valley	2.83%	Yavapai	6.35%	9.18%	5.97%
Quartzsite	3.50%	La Paz	6.60%	10.10%	6.57%
Queen Creek - MAR	4.25%	Maricopa	6.30%	10.55%	6.86%
Queen Creek - PNL	4.25%	Pinal	6.70%	10.95%	7.12%
Safford	2.50%	Graham	6.60%	9.10%	5.92%
Sahuarita	4.00%	Pima	6.10%	10.10%	6.57%
San Luis	4.00%	Yuma	6.712%	10.71%	6.96%
Scottsdale	1.75%	Maricopa	6.30%	8.05%	5.23%
Sedona - COC	3.50%	Coconino	6.90%	10.40%	6.76%
Sedona - YAV	3.50%	Yavapai	6.35%	9.85%	6.40%
Show Low	2.00%	Navajo	6.43%	8.43%	5.48%
Sierra Vista	1.95%	Cochise	6.60%	8.55%	5.56%
Snowflake	3.00%	Navajo	6.43%	9.43%	6.13%
Somerton	3.30%	Yuma	6.712%	10.01%	6.51%
South Tucson	5.50%	Pima	6.10%	11.60%	7.54%
Springerville	3.00%	Apache	6.10%	9.10%	5.92%
St. Johns	3.00%	Apache	6.10%	9.10%	5.92%
Star Valley	2.00%	Gila	6.60%	8.60%	5.59%
Sun City	0.00%	Maricopa	6.30%	6.30%	4.10%
Superior	4.00%	Pinal	6.70%	10.70%	6.96%
Surprise	3.70%	Maricopa	6.30%	10.00%	6.50%
Taylor	3.00%	Navajo	6.43%	9.43%	6.13%
Tempe	1.80%	Maricopa	6.30%	8.10%	5.27%
Thatcher	3.50%	Graham	6.60%	10.10%	6.57%
Tolleson	2.50%	Maricopa	6.30%	8.80%	5.72%
Tombstone	3.50%	Cochise	6.60%	10.10%	6.57%
Tonapah	0.00%	Maricopa	6.30%	6.30%	4.10%
Tucson	2.60%	Pima	6.10%	8.70%	5.66%
Tusayan	2.00%	Coconino	6.90%	8.90%	5.79%
Wellton	3.50%	Yuma	6.712%	10.21%	6.64%
Wickenburg	3.50%	Maricopa	6.30%	9.80%	6.37%
Wilcox	3.00%	Cochise	6.60%	9.60%	6.24%
Williams	3.50%	Coconino	6.90%	10.40%	6.76%
Winkelman - GILA	3.50%	Gila	6.60%	10.10%	6.57%

Winkelman - PNL	3.50%	Pinal	6.70%	10.20%	6.63%
Winslow	3.00%	Navajo	6.43%	9.43%	6.13%
Youngtown	3.00%	Maricopa	6.30%	9.30%	6.05%
Yuma	1.70%	Yuma	6.712%	8.41%	5.47%

TAB 4b

**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 (Entire agreement language may be allowed, if the following is included in a revised agreement "Terms and Conditions of RFP 24B-0711, and member purchase order);
- Auto-renewal language.

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