

VENDOR CONTRACT

Between SDB Contracting Services and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the member entity for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she 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 this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking

number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor agrees to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing Deviation

If a deviation of pricing on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

If awarded 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. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded 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 TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Stored materials

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

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and

federal laws governing the sale of products/services identified in the RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

SERVICES

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



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

December 7, 2015

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

Re: SDB, Inc.

To Whom It May Concern:

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

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

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

Regards,

A handwritten signature in black ink that reads "Barry R. Farr". The signature is written in a cursive, flowing style.

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

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company SDB Contracting
 Address 810 West 1st Street
 Tempe, AZ 75001

Contact
 Department
 Building
 Floor/Room

Telephone 1 (832) 7543044
 Fax 1 (832) 7543044 75430
 Email

Submitted 12/11/2015 12:34:29 PM CT
 Total \$0.00

Signature Brad Thompson

Email brad.thompson@sdb.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Arizona, Oregon, Washington, Texas
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	General Contracting Services
6	Primary Contact Name	Primary Contact Name	Brian Bohnsack
7	Primary Contact Title	Primary Contact Title	Vice President & COO
8	Primary Contact Email	Primary Contact Email	brianb@sdb.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4809675810
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4809675841
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	6026958753
12	Secondary Contact Name	Secondary Contact Name	Rhonna Endres
13	Secondary Contact Title	Secondary Contact Title	Director of Business Development
14	Secondary Contact Email	Secondary Contact Email	endres@sdb.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8327543044
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4809675841
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8327543044
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ed Riccio
19	Admin Fee Contact Email	Admin Fee Contact Email	edr@sdb.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4809675810
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Erin Wood
22	Purchase Order Contact Email	Purchase Order Contact Email	erin.wood@sdb.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4809675810
24	Company Website	Company Website (Format - www.company.com)	www.sdb.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	94-2705363

26	Primary Address	Primary Address	810 W. 1st Street
27	Primary Address City	Primary Address City	Tempe
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AZ
29	Primary Address Zip	Primary Address Zip	85281
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	General Contractor, Construction, General Contracting
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Addison
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No

- 43 Start Time Average start time after receipt of customer order is ____ 5
working days?
- 44 Years Experience Company years experience in this category? 35
- 45 Prices are guaranteed for? (____ Month(s), ____ Year(s), or Term of Contract) (Standard Term of Contract
term is "Term of Contract")

Line Items

Response Total: \$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: SDB Contracting Services

Mailing Address: 810 W. 1st Street

City: Tempe


State: Arizona

Zip: 85281

Telephone Number: (480) 967-5810

Fax Number: (480) 967-5841


Email Address: brianb@sdb.com

Authorized Signature: 

Printed Name: Brian Bohnsack

Position: Vice President & COO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 1/21/16
TIPS Authorized Signature Date

 1/21/16
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Texas Woman's University	Denton	Texas	Alex Thomas	(940) 898-3147
City of Plano	Plano	Texas	Paul Glenn	(972) 941-7152
The University of North Texas	Denton	Texas	Randay Salsman	(940) 369-7348
Fort Worth ISD	Fort Worth	Texas	Gilbert Griffen	(817) 871-3361
Metrocare Services	Dallas	Texas	John Critch	(214) 743-6179
City of Phoenix	Phoenix	Arizona	Mike Montgomery	(602) 534-1393
City of Chandler	Chandler	Arizona	Bob Fortier	(480) 782-3591
Arizona State University	Tempe	Arizona	Robert Soller	(480) 695-9281
Oregon Electric Group	Portland	Oregon	David Anderson	(503) 550-0792
Oregon Military Department	Portland	Oregon	Moya McKeehan	(503) 584-3178
Wilsonville School District	Wilsonville	Oregon	Remo Douglas	(503) 799-6891

Company Profile

Please provide the following:

1. Company's official registered name.

SDB, Inc.

2. Brief history of your company, including the year it was established.

SDB has been in the construction industry since 1980 and received our first job order contract in 2001. SDB has built a solid general construction and Job Order Contracting (JOC) portfolio, becoming one of the premier JOC contractors successfully performing IDIQ and JOC type contracts nationwide. Our JOC clients include every level of government agency including cities, counties, states, school districts, universities, the federal government and military. SDB has also performed thousands of work orders for academic institutions, municipalities and non-federal public agencies through cooperative purchasing contracts.

As a demonstration of the dedication provided to our customers, we have achieved a 99% on-time completion rate with a 90% customer re-hire rate. With offices servicing Arizona, Oregon, Texas and Washington, it is a natural progression to extend this success to more customers in these markets through TIPS. We are an established existing TIPS contractor with an excellent performance history with the coop. We are ready to build more business with TIPS and expand into more markets beyond Texas. We are always prepared for rapid response situations while adhering to the core values in supporting our local subcontractors.

3. Corporate office location.

SDB's corporate office is located at 810 W. 1st Street, Tempe, Arizona 85281.

4. List the total number of sales persons employed by your organization within the United States, broken down by market.

SDB's Director of Business Development, Rhonna Endres, leads the program efforts for the TIPS contract. The regional and local staff will implement the strategies in each local market. Additionally, the corporate marketing department will serve to assist in all efforts as a hub and resource coordinator. The cumulative number of sales people varies in each region but several individuals at a minimum in each location are tasked with sales duties. The Executive management team also assists in sales efforts to demonstrate leadership and enhance support of the program.

5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

OFFICE LOCATION	KEY CONTACT & TITLE	ADDRESS	PHONE & EMAIL
Addison, TX	Eric Stanford Texas Operations Director	4002 Belt Line Road, Suite 110 Addison, Texas 75001	(469) 619-3753 info.texas@sdb.com
Tempe, AZ	Tab Barth Projects Director	810 W. 1st Street Tempe, Arizona 85281	(480) 967-5810 info.az@sdb.com
Hillsboro, OR	Kevin Kelley Northwest Operations Director	21291 NW Cherry Lane Hillsboro, Oregon 97124	(503) 531-6354 info.nw@sdb.com

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. Sales

Rhonna Endres (832) 754-3044

b. Sales Support

Ayoka Chatman (480) 967-5810 x213

c. Marketing

Rhonna Endres (832) 754-3044

Brad Thompson (480) 967-5810 x206

d. Financial Reporting

Ed Riccio (480) 967-5810 x225

e. Executive Support

Brian Bohnsack (480) 967-5810 x208

See attached resumes following this page.



7. Define your standard terms of payment.

Net 30

8. Overall annual sales for the last three (3) years; 2013, 2014, 2015

2015	2014	2013
\$54 Million	\$52 Million	\$44 Million

INTRODUCTION

Brian has been in the facility services industry since 1976. Since joining SDB in 1989, he has provided management and leadership in the integrated facilities services department, estimating department as well as the projects division. He currently serves as Vice President/Chief Operating Officer.

Brian provides general management and oversight throughout SDB and practices the philosophy that customer service and satisfaction are paramount to being successful in business. He continually strives to exceed customer's expectations throughout all SDB projects.



REPRESENTATIVE CONTRACTS

- American Airlines
- Arizona Department of Transportation
- Arizona Department of Veterans Affairs
- Arizona Game and Fish Department
- Arizona Republic
- Arizona State University
- Central Arizona Project (CAP)
- Cigna
- City of Chandler, AZ
- City of Coppell, TX
- City of Dallas, TX
- City of Garland, TX
- City of Glendale, AZ
- City of Goodyear, AZ
- City of Phoenix, AZ
- City of Plano, TX
- City of Richardson, TX
- Dallas County, TX
- Dallas County Hospital dba Parkland Health
- Dallas Independent School District, TX
- Dignity Health
- Fort Worth Independent School District, TX
- GE Healthcare
- Healthcare Corporation of America
- Maricopa Integrated Health System
- Mohave Arizona Cooperative Purchasing
- Monsanto Global Engineering
- Northern Arizona University
- Phoenix Children's Hospital
- Phoenix-Mesa Gateway Airport
- Phoenix Sky Harbor International Airport
- Phoenix Union High School District
- Private Semiconductor Manufacturer in Chandler, AZ
- Scottsdale Healthcare
- Strategic Alliance for Volume Expenditures (SAVE)
- Tarrant County, TX
- Tarrant County College District, TX
- Tempe Union High School District
- Texas Health and Human Services
- Town of Addison, TX
- Town of Gilbert, AZ
- The Cooperative Purchasing Network (TCPN)
- The University of Texas at Dallas
- United States Postal Service
- University of North Texas
- University of North Texas Health Science Center
- US Airways

INTRODUCTION

As Vice President and Chief Financial Officer, Ed oversees the accounting, finance, billing, IT, and human resources departments. Ed is also responsible for banking, insurance, bonding, and legal matters within the company.



EDUCATION

- B.S., Commerce, University of Virginia
- M.S., Organizational Dynamics, University of Pennsylvania

REPRESENTATIVE CONTRACTS

- Arizona Department of Transportation
- Arizona Game and Fish Department
- Arizona Republic
- Arizona State University
- Central Arizona Project (CAP)
- City of Chandler, AZ
- City of Coppell, TX
- City of Dallas, TX
- City of Garland, TX
- City of Glendale, AZ
- City of Goodyear, AZ
- City of Phoenix, AZ
- City of Plano, TX
- City of Richardson, TX
- Dallas County, TX
- Dallas County Hospital dba Parkland Health
- Dallas Independent School District, TX
- Fort Worth ISD, TX
- Maricopa Integrated Health System
- Mohave Arizona Cooperative Purchasing
- Monsanto Global Engineering
- Northern Arizona University
- Phoenix-Mesa Gateway Airport
- Phoenix Sky Harbor International Airport
- Phoenix Union High School District
- Private Semiconductor Manufacturer located in Chandler, AZ
- Strategic Alliance for Volume Expenditures (SAVE)
- Tempe Union High School District
- The Cooperative Purchasing Network (TCPN)
- The University of Texas at Dallas
- Tarrant County, TX
- Tarrant County College District, TX
- Town of Addison, TX
- Town of Gilbert
- University of North Texas
- United States Postal Service
- US Airways

INTRODUCTION

Ayoka supports the Project Management team and is a liaison for contact among departments, on-site personnel, subcontractors and clients. Ayoka coordinates, tracks and disseminates project development information, documentation, new programs, closeout procedures and ongoing follow-up. She has advanced skills and knowledge of MS Office, MS Project, Virtual Project, Sage Timberline (Prolog) and proprietary SDB programs. Ayoka handles multiple priorities, detailed work and document control deadlines. Ayoka is analytical, and possesses excellent communication and interpersonal skills as she interacts with multiple departments and works independently as an integral part of your team.



EDUCATION

- American Institute, Legal Secretary Studies

REPRESENTATIVE PROJECTS

Arizona Department of Transportation (ADOT)

- Tucson District Office Remodel
- I-17 & 101 Phoenix Pump Stations Remodeling
- Tucson Security Improvements
- Marble Canyon Restroom Remodel

Avondale Elementary School District

- Eliseo Felix Elementary Improvements
- M. Anderson Library Upgrades

Casa Grande Elementary School District

- Saguaro Soffit Repairs

City of Chandler

- Police Department Shooting Range Upgrades
- Police Department 911 Communications Center Remodel
- Fire Station #1 Remodel

City of Garland

- Newman Plant Restroom Windows
- Newman Plant Office Windows

City of Goodyear

- Police and Fire Department Administration Building Remodel
- Police Department Impound Yard Security Improvements
- Police Department Detention Security Improvements

City of Phoenix

- Regency Garage Grease Interceptors

City of Plano

- Fire Station 4 & 7 Renovation
- Control Center Kitchen/Breakroom Remodel
- Control Center Mezzanine Project

- Joint Use Building Office Remodel
- Senior Center Millwork
- Joint Use Lieutenant's Office

Dallas County

- Pro-Line Building Demolition
- Lew Sterrett Sheriff's Restroom Renovation

FlipChip Phoenix

- Remodel and Clean Rooms

Glendale Elementary School District

- Discovery Elementary Kitchen Renovation
- Walk-In Freezers

Globe Unified School District

- Mofford Activity Center Stairs Replacement

Monsanto

- Casa Grande Equipment Storage Building
- Casa Grande R+D Electrical Bollards
- Eloy AZ FND Dust Upgrades
- Eloy Demolition Building J
- Eloy FND Temp Stack Testing

San Carlos Unified School District

- Cafeteria Remodel
- Multimedia Room Remodel/Upgrade
- Sports Field Lighting Installations

Town of Queen Creek

- MCSO Sheriff's Office Renovations

Washington Elementary School District

- R.E. Miller Elementary Office Remodel

Yuma Union High School District

- Walk-in Freezer

Rhonna Endres, CME, FMP

Director of Business Development

Rhonna Endres offers over 25 years of progressive marketing and business development successes. She joined the SDB team in 2014. Her career has included comprehensive services in the A/E/C industry assisting in mission critical results in enterprise growth with renowned organizations ranging from \$10 million to over \$2 billion in revenue. Ms. Endres specializes in integrated facilities services and customer relationship management and retention modeling/program implementation with an extensive national network.

Rhonna has developed strategic marketing initiatives for the program with various regions, and has participated in the planning and orchestrating of webinars focused on the specific higher education and healthcare market sectors for the program. Having hands-on direct experience and success, she will steer the growth efforts for SDB's TIPS contract along side the marketing manager, Brad Thompson and the program manager, Tab Barth. Together, our team will unite to build a strong presence for TIPS in our selected regions.

Rhonna holds a Bachelor's degree in Environmental & Interior Design, is a graduate of the Case Western Reserve Leadership Program, holds an emphasis in political sciences, conducted her graduate studies in marketing, is a Certified Marketing Executive, a Certified Pursuit Manager, a Facilities Management Professional, a founding member of the Society for Marketing Professionals Services (SMPS), a certified Reike practitioner, and sits as an advisor for the International Sales & Marketing Association. Rhonna is also a current Board member for the Texas Higher Education facilities leadership group, TAPPA and serves as a Board member for the industry's non-profit education association for job order contraction - Center for Job Order Contracting Excellence. She is also a trained specialist in SBE, HUB, and MWBE contracting. Most recently she served on a federal Small Business Liason Locator (SBLO) committee at NASA to assist community businesses and received a Congressional Certificate of Merit for her efforts.

Having worked within the various project delivery methods and professional services in the built environment, she offers our clients key insight into best practices for alternative project delivery. Her experience spans most major market sectors and geographic regions. She brings her vast national network and strategic cooperative purchasing experience to this contract. Rhonna spends a large percentage of time evangelizing the benefits of job order contracting and assisting government entities in understanding the proper usage and legal avenues.

CAREER EXPERIENCE: Over 25 Years

COOPERATIVE EXPERIENCE: TIPS, Mohave, BuyBoard, TCPN, NJPA, TXMAS, GSA

TESTIMONIALS:

Rhonna is an exceptional professional with a real knack for spreading positive excitement about any project she's working on. Her credibility and professionalism are outstanding, and she always put's her all into her work."

- Tessa Smith, DFW International Airport

"Rhonna has consistently proven to be dependable in all aspects of Construction Project delivery"

- Randy Salsman, University of North Texas

"Rhonna is one of the best communicators I have ever met. She is wise, smart, business savvy, and friendly to all."

- Jeff Brown, University of Houston

"Rhonna is great. Period. I rely on her for advice on politics and positioning throughout the Central U.S., as well as in all matters strategic. A true professional with a proven track record. She is the real thing."

- Nick Davoren, SVP, Parsons Brinckerhoff

Brad Thompson

Marketing Manager

Brad Thompson offers over 15 years of marketing experience with specialized web development and analytics experience. Brad joined SDB over two years ago and has been implementing a new branding initiative both internally and with our partners in an effort to maintain continuity in the marketplace. His in-depth research and analytical skills compliment his 5-years of experience as an early leader in the social media marketing arena.

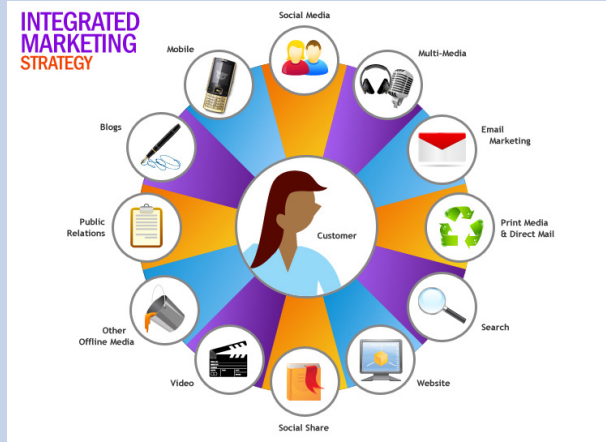
As a published author on the subject of integrated marketing techniques, Brad offers a unique set of skills to unite with the TIPS marketing team to deliver exceptional marketing programs across all TIPS channels.

Brad often works alongside SDB's Special Events Coordinator to ensure graphics and positioning is aligned with brand and event objectives. As a member of the Society for Marketing Professional Services (SMPS), Brad stays abreast of current trends and new technologies to enhance our marketing program and client relations management.

Brad focuses his time in extending value-added integrated marketing to SDB's clients and maintaining our corporate program. He will serve in a leadership role in joint marketing the TIPS contract in tandem with the business development team, the operations team, and the TIPS liaison.

CAREER EXPERIENCE: Over 15 Years

COOPERATIVE EXPERIENCE: TIPS, Mohave, BuyBoard, TCPN



TESTIMONIALS:

"Brad is an exceptional marketing professional with an incredible talent for implementing programs with measurable ROI – a true asset in the marketing field!"

- Tab Barth, PMP, SDB Inc.

"Brad advanced our clients social marketing media and performed search engine optimization that proved valuable in our service offering."

- Krystal Hayes, AZ Interactive Media Group



9. What differentiates your company from competitors?

SDB has completed over 4,000 Job Order Contract projects throughout the past eleven years demonstrating that we have mastered the skills necessary to build trust and deliver true JOC value. When the evaluation committee checks our references, SDB's clients will tell them that SDB completes JOC projects on time, on budget, delivers tangible value and that the SDB team becomes a seamless extension of the client's staff. As a result of this attention to detail we have built strong lasting relationships with our clients. Many of our JOC projects have been completed for long-standing customers, demonstrating their satisfaction with the results.

WHY YOU SHOULD SELECT SDB AS YOUR JOC CONTRACTOR ...



PROVEN TIPS PERFORMER

SDB has a history of successful projects with TIPS members and received the High Sales Achievement Award for the 2014-2015 contract year.



AN IMPRESSIVE .49 EMR SAFETY RATING

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



WE ARE LEADERS IN THE JOC DELIVERY METHOD

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



WE ARE FOCUSED ON TIPS MEMBER'S OBJECTIVES

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



SCOPE OF WORK... WE DO IT ALL, AND WE DO IT SAFELY!

SDB has completed over 3,500 JOC projects ranging from ground up construction to remodel work, HVAC, electrical upgrades and site improvements. SDB has the experience and understands the complexity of working at active facilities where safety and security are priority. Our workforce is already fingerprinted and approved for work in schools and safety is our #1 priority with an outstanding track record to prove it!



SELF PERFORMANCE CAPABILITIES:

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

- Concrete
- Framing
- Drywall
- Acoustic Ceiling Systems
- Hollow Metal Doors
- Scaffolding
- Partitions & Accessories
- Custom Steel Fabrication
- Excavation
- Custom Cabinetry & Millwork
- Rigging



SDB'S INTEGRATED FACILITY SERVICES PROVIDE ADDED VALUE

SDB provides integrated facilities services to assist with maintenance and operations of active facilities. SDB brings added value through cost savings as an extension of staff. SDB is flexible by both supplementing existing facilities services and outsourcing to maximize efficiency.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

A program such as the TIPS JOC is a multi-faceted program that involves a great deal of customer contact. We have had a great deal of success with cities, higher education and K-12 organizations with similar programs. For a JOC program, potential markets must first be defined and identified. The next step is to identify and qualify potential Customers and develop a “map” for contacting and establish goals. The process must include identification of any relationships that can be expanded or developed to increase the Customer base and then outline marketing initiatives with an outward growth from the defined base(s). Relationships are key to the success. The first 90 days will include sharing the news of the TIPS contract with our relationships developed during our 35 years in business.

Strategy and implementing action items are key to the program. Having a clear and developed plan is vital to leading the business in today's market. Those who have studied and understand their market will have a distinct edge. Those who use that information to plan their marketing and business development will have even greater success. Ultimately by mapping a marketing path and identify “Key and Target” accounts, the director of Business development and her team can focus on pursuing those accounts.

As part of our marketing initiative, we will take full advantage of available methods of communication to target potential clients, including the following:

- Making phone calls and scheduling meetings with clients and relationships to share the TIPS advantages
- Participating in statewide and national trade shows
- Participating in various procurement forums and other centers where the value of JOC can be discussed
- Schedule one-on-one meetings with school superintendents to determine their needs and fill the gaps
- Research publicly available information to identify school districts with upcoming work that would therefore be prime potential clients for the TIPS JOC Program
- Obtain speaking engagements at conferences that allow for participation through booth space and speakers. These venues would allow for promotion of the JOC and how to use it, as well as identification of potential clients
- Develop marketing materials and handouts, describing how JOC works and the benefits to school districts and ESCs, to be distributed at all meetings, forums and conferences
- Maintain a web site and/or link to educate potential clients on JOC, list subcontractors available, and describe and facilitate communication procedures with the TIPS, Client Members and subcontractors
- Utilize experts to help actuate the marketing plan and implement a process of continuous improvements to the marketing plan and its associated efforts
- JOC Training is vital to marketing the JOC approach. We will work closely with TIPS to develop a brief, concise guide to using the TIPS JOC Program approach in the form of a glossy marketing brochure that includes instructions for using the contract as well as the advantages of the JOC contracting vehicle
- Keeping lines of communication open is paramount. Our published marketing materials will provide points of contact for both, TIPS and SDB, telephone numbers, and e-mail addresses. But, we recommend monthly check-in calls with TIPS. Our Director of Business Development is charged with this task to ensure alignment and communication ensues. Following the first 90-days, our team will report the progress of the program to TIPS and request input for the next phase

a. A co-branded press release within first 30 days

SDB typically provides a co-branded press release as soon as possible rather than waiting up to 30 days. We believe maximum impact is achieved with a timely release.

b. Announcement of award through any applicable social media sites

The SDB Marketing Manager, Brad Thompson, and his content marketing team will post to the social media sites but will continue to post related items to keep all social media campaigns fresh and visible.

c. Direct mail campaigns

SDB's content marketing team typically creates targeted campaigns due to evidence based research on specific market sector campaigns. We find customized pieces for education, cities, counties, higher education, healthcare, transportation, etc. help build confidence and value in the program. Our client feedback indicates these campaigns are successful.

d. Co-branded collateral pieces

Our business development team utilizes co-branded collateral. Our team even helps to promote other related contracts to help build the program success as a whole. The contract offerings through TIPS are extensive and many are top notch providers so we even co-market with other vendors to build success. It's a win/win for all when we unite through TIPS.

e. Advertisement of contract in regional or national publications

SDB will advertise the award of contract in regional and national publications but will request TIPS' input and approval prior to release.

f. Participation in trade shows

Participation in national and regional conferences include such agencies as:

- NFM&T - National Facility Maintenance and Technology Conference
- ASBO - Association of School Business Officials
- NACO - National Association of Counties
- NIGP - National Institute of Governmental Purchasing

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

First and foremost, the value proposition must be established to demonstrate benefit. SDB's Business Development leadership has extensive training in both behavioral sciences and as marketing executive leading large departments in this process. As TIPS has witnessed, our team is taught not to be salesmen. Rather, they are taught to find the value proposition and offer it to the customer. By circumventing the traditional sales process, SDB becomes a trusted advisor for offering value and solutions to problems. Our team shares the advantages of contracting with TIPS but we also share the audit and compliance information that helps the government employee understand the value.

When drilling down to details on performance, project elements performed by expediting projects through TIPS include: joint scoping; value engineering; preparations of price proposals and technical work packages; subcontractor procurement, coordination, and management; project supervision; permitting; shop drawings and other submittals; job site cleanliness; workmanship and quality; safety management; commissioning and closeout; punch list completion; and warranty management. SDB implements the same procedures as those utilized on many projects but can expedite procurement, scheduling and cost control to best serve the Participating members through the use of the TIPS cooperative contract. This is another benefit of the program.

Through our experience on job order contracts and previous cooperative purchasing programs utilizing the JOC procurement method, SDB understands that we must be flexible and diverse to meet the full range of demands by all agencies that choose to participate on this contract. We are a full facilities services and construction solution provider and will adapt our processes and procedures to meet the specific requirements of each project and each individual owner. This is a huge value in comparison to traditional and costly procurement processes.

Just as TIPS has first-in-class standards, we expect our project personnel to perform high quality and timely work, regardless of the location of the job order. We strive to offer the same level of service and attention to detail to all customers including response times, level of communication, on-site management, timely project completion, and all other aspects of project performance. We have processes and procedures in place to manage all aspects of each project so that we represent TIPS's suite of contracts as a premier performer.

3. Explain how your company plans to market this agreement to existing government customers.

Ms. Endres will take the lead in the integration of our team's efforts to market both the TIPS JOC and SDB to existing customers. She will do this by leading regular marketing meetings and participating in our operations reviews with the Project General Managers to ensure our teams are sharing the contract information in the most appealing manner. This time will also be used to identify potential customers, review the status of the markets, and make sure that we focus coordinated efforts in line with our Development Plan and TIPS growth plan of key accounts. All members of the local project teams will be trained and serve to extend the TIPS brand.

Ms. Endres has over 25 years of experience in market development and a working knowledge of construction management, and she is highly skilled in organizational management, marketing, and sales. Among the contracts she has supported are job order contracts for TIPS. On these contracts Ms. Endres successfully implemented a business development plan that increased the number of customer utilizing the cooperative contracts. Through her previous experience she is able to successfully identify and effectively communicate with potential TIPS customers while efficiently managing the internal aspects of our marketing efforts. After the internal team completes the training session, each team member within our organization will be tasked to share and educate their influencers and contacts.

Our strong past performance history is one of our most valuable marketing tools. It is our experience that a successful performance history strengthens marketing efforts. Along with our marketing material introducing customers to job order contracting, we are also able to provide relevant project examples with customer references. Potential customers are always welcomed to reach out to our current and past customers, to gain a better sense of SDB's performance as a construction partner.

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$ \$1.2 Million in year one

\$ \$1.4 Million in year two

\$ \$1.6 Million in year three

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name SDB Contracting Services

Name of authorized representative Brian Bohnsack

Signature of authorized representative 

Date 12/10/2015

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: SDB Contracting Services

Vendor Address: 810 W. 1st Street, Tempe, AZ 85281

Vendor E-mail Address: brianb@sdb.com

Vendor Telephone: (480) 967-5810

Authorized Company Official's Name: Brian Bohnsack

Signature of Company Official: 

Date: 12/10/2015