



Region 10 ESC
Experience the Power of 10

**JOB ORDER CONTRACTING SERVICES FOR
EDUCATION SERVICE CENTER, REGION 10
RFP #EQ-101519-02**

DELIVER TO:

Region 10 ESC
400 E. Spring Valley Road
Richardson, TX 75081



DUE:

Monday, November 18
2:00 PM CT



November 18, 2019

Education Service Center, Region 10
400 East Spring Valley Road
Richardson, TX 75081

RE: RFP No. EQ-101519-02, JOB ORDER CONTRACTING (JOC)

Dear Members of the Selection Committee:

We are pleased to present our Statement of Qualifications (SOQ) in response to your Job Order Contracting Services. SDB is a solution-oriented company with a well deserved reputation for effectively delivering JOC projects. We have numerous examples of JOC projects that demonstrate our commitment to providing outstanding service that exceeds customer expectations.

Our previous cooperative purchasing group contract experience (1GPA, Buyboard, Choice Partners, EPCNT, Gordian ezIQ, Mohave, Premier Healthcare GPA, TIPS, TCPN and TXMAS) allows SDB to start immediately providing construction services that will meet all of your requirements and expectations. Listed below are several facts that we believe make SDB a top contender for this contract:

- Established General Contractor in Alternative Procurement Delivery Method (APDM) with ability to serve all selected regional locations;
- 39-year experienced General Contractor focused on non-profit government entities through cooperative purchasing agreements including universities, public and private schools, municipalities and counties; and
- All jobsites will maintain a high level of safety and security as demonstrated by our exceptionally low .70 EMR safety rating.

SDB is a committed and proven General Contractor with a network to partner and grow this cooperative purchasing contract. We are confident in our ability to complete projects on an "as needed" basis for Region 10 ESC and other public agencies supported under the contract and we look forward to a successful partnership.

Sincerely,

Jason Gillespie
Vice President of Texas Operations
SDB, Inc.
(214) 803-8963
jason.gillespie@sdb.com

COVER LETTER

TAB 1

Entire Vendor Contract and Signature Form (Appendix A)

General T&C Acceptance Form (Appendix D)

Attachment A Exceptions Form (Appendix A, 1st Page)

TAB 2

Questionnaire (Appendix E)

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Tab 1 - Entire Vendor Contract and Signature Form (Appendix A)

Appendix A: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ SDB Contracting Services d/b/a SDB, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of JOB ORDER CONTRACTING (JOC) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, 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 below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC 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. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. 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 contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 full 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall

remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the

recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 Payments: The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.3 Progress payments: Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such a payment schedule. All progress payments must be invoiced to the participating 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 Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

8.4 Tax Exempt Status: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.5 Performance and Payment Bonds (in applicable states): Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.6 **Retention:** When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

8.7 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in this section:

Member Data	Equalis Member ID
	Vendor Customer Number
	Customer Name
	Customer Street Address
	Customer City
	Customer Zip Code
	Customer State
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1

Spend Data	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$
	Admin Fee %
	Admin Fee \$

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

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

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. 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) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 Administrative Fees: The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

ARTICLE 10- PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may 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 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 Discontinued products: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, 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. 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 Participating Member's discretion. 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** 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. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some

other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures:** 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.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law

shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

Tab 1 - Entire Vendor Contract and Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name SDB Contracting Services d/b/a SDB, Inc.
Address 4951 Airport Parkway, Suite 800
City/State/Zip Addison, Texas 75001
Telephone No. (469) 619-3753
Fax No. _____
Email address jason.gillespie@sdb.com
Printed name Jason Gillespie
Position with company Vice President of Texas Operations
Authorized signature _____

Acknowledgement of Addendum #1 : _____

Term of contract 1/1/2020 to 12/31/2021

Unless otherwise stated, all contracts are for a period of **two (2) years** with an option to renew annually for an additional **three (3) years** if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Rickey Williams
Region 10 ESC Authorized Agent

1-7-20
Date

Rickey Williams
Print Name

Equalis Group Contract Number EQ10151902C

Tab 1 - General Terms & Conditions Acceptance Form (Appendix D)

Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

☒ We take no exceptions/deviations to the general terms and conditions

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits

SDB understands Region 10 ESC's product and/or services specifications and has no exceptions.

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Respondent must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input checked="" type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input checked="" type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input checked="" type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No

- If the answer is yes, do you plan to offer your program or partnership through Equalis Group ☒ Yes ☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? ☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☒ Yes ☐ No

List certifying agency: Women's Business Enterprise National Council (WBENC)

Cert. #WBE1800947

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Tempe State of AZ.

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Jason Gillespie
 Title: Vice President of Texas Operations
 Company: SDB Contracting Services d/b/a SDB, Inc.
 Address: 4951 Airport Parkway, Suite 800
 City: Addison State: Texas Zip: 75001
 Phone: (469) 619-3753 Fax: N/A
 Email: jason.gillespie@sdb.com

Billing & Reporting/Accounts Payable

Contact Person: Erin Wood
 Title: Assistant Controller
 Company: SDB, Inc.
 Address: SDB Contracting Services d/b/a SDB, Inc.
 City: Tempe State: Arizona Zip: 85281
 Phone: (480) 967-5810 Fax: (480) 967-5841
 Email: erin.wood@sdb.com

Marketing

Contact Person: Brad Thompson

Tab 2 - Questionnaire (Appendix E)

Title: Business Solutions Director

Company: SDB Contracting Services d/b/a SDB, Inc.

Address: 1001 S. Edward Drive

City: Tempe State: Arizona Zip: 85281

Phone: (480) 967-5810 Fax: (480) 967-5841

Email: brad.thompson@sdb.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct
 ☐ Certified education/government reseller
☐ Authorized distributor
 ☐ Manufacturer marketing through reseller
☐ Value-added reseller
 ☒ Other N/A, Construction Services

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☒ Yes ☐ No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. Cooperative/Group Purchasing Experience

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
TXMAS Cooperative	TXMAS-18-5610	2/27/2020
HCDE (Choice Partners) Cooperative	CSP 18/029JN	2/27/2020
Buyboard Cooperative Purchasing	581-09	3/31/2021
ESC R-8 TIPS	181101	1/3/2021
TIPS Cooperative	180205	4/26/2020

General Profile

1. Company's official registered name.

SDB Contracting Services d/b/a SDB, Inc.

3. Company's Dun & Bradstreet (D&B) number.

10-282-2681

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

Established in 1980, SDB provides General Contracting services in Arizona, Oregon, Washington, and Texas.

4. Corporate office location.

1001 S. Edward Drive
Tempe, AZ 85281

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

NUMBER OF EMPLOYEES	POSITION	LOCATION(S) OF PERSONNEL
5	Direct Sales	Tempe, AZ, Portland, OR, Dallas, TX
10	Sales Support	Tempe, AZ, Portland, OR, Dallas, TX
200	Service Technicians	Tempe, AZ, Portland, OR, Dallas, TX
6	Engineering Support	Tempe, AZ, Portland, OR, Dallas, TX
40	Administration	Tempe, AZ

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

SALES / SERVICE LOCATIONS	KEY CONTACTS, TITLE	ADDRESS	PHONE, E-MAIL
CORPORATE OFFICE Tempe, AZ	Tab Barth Vice President of Special Projects	1001 S. Edward Drive Tempe, AZ 85281	(480) 967-5810 tab.barth@sdb.com
Addison, TX	Jason Gillespie, Vice President of Operations	4951 Airport Parkway, Suite 800 Addison, TX 75001	(214) 803-8963 jason.gillespie@sdb.com
Hillsboro, OR	John Fillion Vice President of Advanced Technology	8125 NE Cherry Drive Hillsboro, OR 97124	(480) 967-5810 john.fillion@sdb.com

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

a. Sales

Keith Tomlinson, Business Development/Estimating Manager, (469) 619-3753, keith.tomlinson@sdb.com
Jason Patak, Business Development Executive, (469) 619-3753, jason.patak@sdb.com

b. Sales Support

Bobbie Valdez, Project Engineer, (469) 619-3753, bobbie.valdez@sdb.com

c. Marketing

Brad Thompson, Business Solutions Director, (480) 967-5810, brad.thompson@sdb.com

d. Financial Reporting

Ed Riccio, Chief Financial Officer, (480) 967-5810, ed.riccio@sdb.com

e. Executive Support

Jason Gillespie, Vice President of Texas Operations, (469) 619-3753, jason.gillespie@sdb.com



Introduction

Keith has been working in the construction industry since 1997. His most recent assignments have been at facility sites for higher education, K-12 and municipal facilities throughout Texas. In addition to JOC estimating, Keith has a diverse set of project management skills that include project scoping, schedule forecasting, on-site project supervision and subcontractor management.



Education & Training

- OSHA 30-Hour Trained
- CPR & First Aid Certified
- Cost Works & JOC Works Training
- NCCER QA/QC Audit Training
- Army Corp of Engineers CQM Certificate
- Compliance & Business Ethics
- Dallas ISD Safety & Security; Safe & Secure Schools
- Unit Price Book Estimating: GordianCTC & RSMeans Cost Data
- Infection Control Risk Assessment (ICRA) Certificate

Representative Projects

Cooperative Purchasing Agreement Experience

- BuyBoard Purchasing Cooperative
- Choice Partners
- Texas Interlocal Purchasing System (TIPS)
- The Cooperative Purchasing Network (TCPN)
- Texas Multiple Award Schedule (TXMAS)
- Educational Purchasing Cooperative of North Texas
- 1 Government Procurement Alliance (1GPA)
- Premier Healthcare GPA

City of Plano

- Multiple Renovation Projects

City of Richardson

- Tennis Court and Fence
- HVAC Upgrades
- 22 Door Frames and Replacement
- Secretary and City Office Remodel
- Golf Pro Shop and Snack Bar
- 911 Center Finishes
- Fire Station 1 Restroom Renovation
- Galatyn Plaza Park Paint
- Breckinridge Park Light Poles Repaint
- Municipal Bldg. Lighting
- City Hall Restroom
- Service Center

Dallas County

- Metal Building Roof Repair
- Merrill Hartman Courtroom
- Frank Crowley Court Building 8th Floor Renovation
- Henry Wade Juvenile Justice Center Security Upgrades
- Low Sterrett Jail Kidney Dialysis Ward
- Low Sterrett Jail Medical Modification

University of Texas at Dallas

- Admin 3rd Floor HR Renovation
- E. Sports Arena
- Level 2 Lounge
- Restroom Door Hinge Repair
- Callier Center Renovation Phase 7 & 8
- Student Union Store Front
- Activity Center E. Entry Renovation
- Student Union Restroom Renovation
- McDermott Library Private Suite Construction
- Student Union Renovations
- Science Building Entry, Reception & Loading Dock Modifications
- Technology & Science Center Structural Steel Platform for 14-Ton Nitrogen Tank

Texas Military Department

- Bryan Readiness Center
- Ellington JRB Roof Repair





Introduction

Jason has strong capabilities in developing teamwork, conceptual estimating, scheduling, forecasting and value engineering for a wide range of renovation and facility remodel projects. Jason has experience in Architecture, Program Management and Business Development with over 20 years of experience in design and construction. His expertise has supported many hospitals, hotels, multifamily, commercial and telecomm customers responsible for managing construction projects from inception to completion including project team development, budgeting, building detailed GMP's and scheduling with a focus on maintaining client design standards.



Education & Training

- University of Texas - MA in Architecture
- University of Texas - BS in Architecture
- Certified Healthcare Constructor (CHC)
- CPR & First Aid Certified
- OSHA 30-Hour Trained
- Infection Control Risk Assessment (ICRA)

Representative Projects

Cooperative Purchasing Agreement Experience

- BuyBoard Purchasing Cooperative
- Choice Partners
- Texas Interlocal Purchasing System (TIPS)
- The Cooperative Purchasing Network (TCPN)
- Texas Multiple Award Schedule (TXMAS)
- Educational Purchasing Cooperative of North Texas
- 1 Government Procurement Alliance (1GPA)
- Premier Healthcare GPA

Addison Residential

- New Town Homes, Flats, Condominiums

Arnold Palmer Children & Women's Hospital

- Design Team

Austin Kimpton Hotel & Residence's

- Hotel Van Zandt

Austin Residential

- Multi Family Complex

Baylor Health Care System

- Crutcher Street Administrative Building
- OR Expansion & Renovation

CBS 11 Television Sales Dept.

- Studio and Office Finish Out

DW Distribution

- Phase I & II Tilt-up Wall Warehouse

Fort Worth ISD

- General Relocation
- BP 108 Life Safety and TDLR
- West Handley Gas Line and Blinds

Hexam General Hospital, UK

- Design Liaison (\$30M)
- Indian River Memorial Hospital
- Emergency Department Renovation/Expansion

New Parkland Hospital

- C-Suite Finish Out

Rolling Plains Memorial Hospital

- New Construction/Renovation

Oriented Primary Care Clinic

- Hatcher Station COPC

St. Joe's Assisted Living Center

- New Construction

Valor Healthcare

- Laguna Hills CBOC

Introduction

Bobbie supports the project management team and is a liaison for contact among departments, on-site personnel, subcontractors and clients. Bobbie coordinates, tracks and disseminates project development information, documentation, new programs, close out procedures and ongoing follow-up. Bobbie handles multiple priorities, detailed work and document control deadlines. She is analytical, and possesses excellent communication and interpersonal skills as she interacts with multiple departments and works independently as an integral part of your project team.



Education & Training

- OSHA 30-Hour Trained
- CPR & First Aid Certified

Representative Projects

Cooperative Purchasing Agreement Experience

- BuyBoard Purchasing Cooperative
- Choice Partners
- Texas Interlocal Purchasing System (TIPS)
- The Cooperative Purchasing Network (TCPN)
- Texas Multiple Award Schedule (TXMAS)
- Educational Purchasing Cooperative of North Texas
- 1 Government Procurement Alliance (1GPA)
- Premier Healthcare GPA

UT Southwestern Medical Center

- Gooch Aud Lighting
- J5 Lab Renovation
- F4 Lab Renovation
- Lab Renovation L1.408
- Lab Renovation L4.260
- Lab Renovation Y4.230
- CUH Surgical Consult Renovation

University of North Texas

- Sidewalk/Parking Repairs
- Physical Offices Remodel
- Research Park Construction Lab
- UNT Athletic Park Parking Lot
- Science Buildings 3rd Floor Abatement
- Research Park Landscape

University of Texas at Dallas

- Chiller Replace, Thomas Edison
- Trellis screens, George Bush
- Auditorium Demolition

Children's Health

- Children's Urology Clinic
- Children's ARCH Clinic
- Water Damage Renovation

Encompass Health

- Encompass Arlington ADA

Parkland Health and Hospital System

- 17th Floor Patient Psychiatric Renovation
- Motor Street Garage
- 4th Floor Shell Space

Introduction

Brad Thompson offers over 18 years of marketing experience with specialized web development and analytics experience. Brad joined SDB over five 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 five 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 Region 10 ESC marketing team to deliver exceptional marketing programs across all channels.

Brad often works with SDB's marketing team to ensure graphics and positioning are 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 Region 10 ESC contract in tandem with the business development team, the operations team, and the Region 10 ESC liaison.



CAREER EXPERIENCE: Over 18 Years

COOPERATIVE EXPERIENCE: TCPN, Mohave, TIPS, BuyBoard

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

Introduction

Ed Riccio has been with SDB since 1999 serving as the company's Chief Financial Officer. As a Certified Public Accountant, his background includes auditing construction industry clients bringing value to his responsibilities in oversight and process implementation for finance & accounting, investment analysis, insurance, risk management and compliance. Ed also serves in a corporate treasury role and a liaison for legal affairs.



Education & Training

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

Representative Projects

Cooperative Purchasing Agreement Experience

- BuyBoard Purchasing Cooperative
- Choice Partners
- Texas Interlocal Purchasing System (TIPS)
- The Cooperative Purchasing Network (TCPN)
- Texas Multiple Award Schedule (TXMAS)
- Educational Purchasing Cooperative of North Texas
- 1 Government Procurement Alliance (1GPA)
- Premier Healthcare GPA
- Mohave Educational Services Cooperative

Other Representative Contracts

- Arizona Department of Transportation
- Arizona Game and Fish Department
- 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 Mesa, AZ
- City of Phoenix, AZ
- City of Plano, TX
- City of Richardson, TX

- Coconino County, TX
- Dallas County, TX
- Dallas County Hospital dba Parkland Health
- Dallas Independent School District, TX
- Fort Worth ISD, TX
- Maricopa County, AZ
- Maricopa Integrated Health System
- Northern Arizona University
- Phoenix-Mesa Gateway Airport
- Phoenix Sky Harbor International Airport
- Phoenix Union High School District
- Port of Portland, OR
- State of Arizona
- Tempe Union High School District
- The University of Texas at Dallas
- Tarrant County, TX
- Tarrant County College District, TX
- Town of Addison, TX
- Town of Gilbert
- Town of Queen Creek, AZ
- University of North Texas
- United States Postal Service

Introduction

Jason has been in the construction industry for over 24 years and possesses extensive experience with supporting, developing and motivating teams to always perform better and continuous improvement. His impeccable leadership skills and laser sharp focus have been honed over the years by serving in the U.S. Marine Corps and lead to various roles in construction as Superintendent, Project Manager and now General Manager, and now Vice President.



Education & Training

- OSHA 30-Hour Trained
- CPR/First Aid Certification
- Infection Control Risk Assessment (ICRA) Certificate
- RSMeans Unit Price Estimating
- Dallas ISD Safety & Security; Safe & Secure Schools
- Cost Works & JOC Works Training
- Compliance & Business Ethics Training
- eGordian Software Training
- Lloyds Builder System Certification
- U.S. Army Corps of Engineers Construction Quality Management (CQM) Certification

Representative Projects

Cooperative Purchasing Agreement Experience

- BuyBoard Purchasing Cooperative
- Choice Partners
- Texas Interlocal Purchasing System (TIPS)
- The Cooperative Purchasing Network (TCPN)
- Texas Multiple Award Schedule (TXMAS)
- Educational Purchasing Cooperative of North Texas
- 1 Government Procurement Alliance (1GPA)
- Premier Healthcare GPA

Dallas County

- Frank Crowley Courts Building 8th Floor Interior Finish-out and Renovation
- Henry Wade Juvenile Justice Center Security Upgrades
- Low Sterrett Sheriff's Restroom Renovation
- Panoramic Circle Electrical Upgrades
- Proline Building Demolition

Dallas County Jail

- Low Sterrett MedMod Domestic Piping Upgrades
- Low Sterrett MedMod Fire Pump Replacements
- Youth Village Emergency Back-up System

Dallas Independent School District

- Adamson JACE Integration
- Bryan Adams High School Auditorium Renovation

- Cabell Elementary School JACE Integration
- Dade Middle School Demolition
- Edna Rowe Elementary School
- Elisha M. Pease Elementary School JACE Integration
- Frederick Douglas Elementary School
- G. H. W. Bush Elementary School Electric, Screens and Loos Field House
- G.H.W. Bush JACE Integration
- G.H.W. Bush Projector Screen Install
- Gonzales Elementary School Bus Loop
- H. Grady Spruce High School Cooler
- Hulcy Middle School Cooler Rentals
- John M. Runyon Middle School Cooler
- Kiest Elementary School Ceiling Repairs and Lighting
- L.G. Cigarroa Elementary School Renovations

University of Texas at Dallas

- Founders North Building Renovations
- McDermott Library, 3rd and 4th Floor Renovations
- Research Operations Center Building Exterior Waterproofing
- Science Building Entry, Reception and Loading Dock Modifications
- Student Union Renovations
- Wilmer Hutchins Elementary School JACE Integration
- Young JACE Integration

8. Define your standard terms of payment.

Net 30 days or in accordance with state law, where applicable.

9. Who is your competition in the marketplace?

Competitors in the marketplace vary according to regional office. Many large and small job order contractors have now entered the market. SDB is one of the early innovators of JOC and we view competitors to be the companies with long standing repeat business, solid performance records, compliance and ethical standards and a history of client success. We consider the primary competition as owners with low-bidder reliance on traditional competitive contracts.

10. Overall annual sales for the last three (3) years

Overall annual sales for the last three years is \$31,447,338

11. Overall public sector sales, excluding Federal Government, for the last three (3) years






Overall public sector sales for the last three years is \$31,447,338

12. What is your strategy to increase market share?

SDB is committed to a growth strategy that will include collaboration with the local Region 10 ESC representatives in each market. SDB will focus our contract marketing efforts on educational facilities, including public and private schools, colleges and universities, cities, counties, non-profits, and government entities. Our strategy is a mass marketing approach that focuses on building relationships, increasing visibility, increasing our current cooperative memberships and delivering results.

13. What differentiates your company from competitors?

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

- 
An impressive .70 EMR Safety Rating
 SDB has an in-house Safety Department that is responsible for safety compliance and training. Every jobsite has a Superintendent that proactively monitors site safety and prevents incidents from happening.
- 
We are Leaders in Alternative Procurement Delivery Methods
 SDB has completed over \$85M in Job Order Contract projects to date with over \$23M in cooperative purchasing contracts alone.
- 
We are Focused on Region 10 ESC 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 many 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!
- 
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.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

SDB Contracting Services is a general contractor and we do not supply equipment or materials that would require online ordering capabilities to our Owners. Our purchasing department has negotiated discounts with commonly used material suppliers and equipment rental companies. SDB has longstanding arrangements with local material suppliers and equipment companies. To the extent that we have to use equipment companies rather than our owned equipment, all vendors go through a prequalification process. At the start of each project requisitions for materials and equipment, if any are required, are sent to our purchasing department to obtain bids and place orders, allowing time to shop for best prices.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

SDB's hours of operations are Monday through Friday, 8 AM to 5 PM. We currently have four offices in the following locations:

- Addison, Texas
- Tempe, Arizona
- Portland, Oregon
- Vancouver, Washington

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

SDB is in a dispute with an Arizona municipality over a project the company successfully completed in 2018. While SDB built the project in exact compliance with the plans and specification, the customer is not happy with the final appearance. As documented in an RFI, SDB cautioned the customer about this specific issue before construction began and recommended modified changes that, if accepted, would have resulted in a more aesthetically appealing end result. The customer rejected SDB's suggestion and demanded that the project be built according to the unaltered plans and specification. The customer monitored the construction daily, but it was not until the project was completed that the customer demanded that SDB demo the work and rebuild the project with the modified plans and specification. When SDB refused this demand the customer terminated SDB's contract and withheld final payment. SDB is now seeking payment of the balance due, among other damages.

Marketing/Sales

17. 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. 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

SDB's Business Solutions Director, Brad Thompson and his content marketing team will post to social media sites initially, 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. to 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 Region 10 ESC are extensive and many are top notch providers so we will co-market with other vendors to build success. It's a win/win for all when we unite through the Region 10 ESC. SDB will advertise the award of contract in regional and national publications, but will request Region 10 ESC's input and approval prior to release.

e. Advertisement of contract in regional or national publications

SDB will advertise the award of contract in regional and national publications, but will request Region 10 ESC's 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

g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:

i. Equalis Group and Region 10 ESC Logo

ii. Link to Equalis and Region 10 ESC website

iii. Summary of contract and services offered

iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

SDB will produce a branded web-based homepage dedicated to the Region 10 ESC contract. The URL for the site will be www.sdb.com/Region 10 ESC for ease of distribution and SEO marketing purposes. The page will include a full list of our service offerings as well as all required due diligence documents including a copy of the solicitation, copy of the contract, amendments and co-branded marketing materials.

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

Our team is trained 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 Region 10 ESC and we also share the audit and compliance information that helps the government employee understand the value.

We drill down to details on performance, project elements performed by expediting projects that 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; jobsite 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 this contract. This is another benefit of the program.

Through our experience on job order contracts and previous cooperative purchasing programs utilizing the alternative procurement delivery 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 Region 10 ESC 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.

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

Our Vice President of Texas Operations, Jason Gillespie and Business Solutions Director, Brad Thompson will take the lead in the integration of our team's efforts to market both the Region 10 ESC and SDB to existing customers. They will do this by leading regular marketing meetings and participating in our operations reviews with the Project 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 Region 10 ESC growth plan of key accounts. All members of the local project teams will be trained and serve to extend the Region 10 ESC brand.

Jason has previous experience supporting alternative delivery contracts for the Buyboard Purchasing Cooperative, TXMAS, and TIPS. On these contracts, he successfully implemented a business development plan that increased the number of customers utilizing cooperative contracts. Through his previous experience, Jason is able to successfully identify and effectively communicate with potential Region 10 ESC customers while efficiently managing the internal aspects of our marketing efforts along with Brad. 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 Cooperative contracting, we are also able to provide relevant project examples with customer references. Potential customers are always welcome to contact our current and past customers to gain a better sense of SDB's performance as a General Contractor and construction partner.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

A program such as the Region 10 ESC offers is multi-faceted and involves a great deal of customer contact. We have had a tremendous deal of success with cities, higher education and K-12 organizations with similar programs. For an alternative procurement delivery method program to be a success, 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 Region 10 ESC contract with relationships we have developed over our 39 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, our project 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 Region 10 ESC advantages;
- Participating in statewide and national trade shows;
- Participating in various procurement forums and other centers where the value of alternative procurement delivery method can be discussed;
- Schedule one-on-one meetings with facilities management staff 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 Region 10 ESC alternative procurement delivery method program;
- Obtain speaking engagements at conferences that allow for participation through booth space and speakers. These venues would allow for promotion of the alternative procurement delivery method and how to use it, as well as identification of potential clients;
- Develop marketing materials and handouts describing how a cooperative program 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 the alternative procurement delivery method, list subcontractors available, and facilitate communication procedures with the Region 10 ESC, 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;

- Training is vital to marketing the cooperative approach. We will work closely with Region 10 ESC to develop a brief, concise guide to using the Region 10 ESC program approach in the form of a glossy marketing brochure that includes instructions for using the contract as well as the advantages of the cooperative contracting vehicle; and
- Keeping lines of communication open is paramount. Our published marketing materials will provide points of contact for both, Region 10 ESC and SDB, telephone numbers, and e-mail addresses. But, we recommend monthly check-in calls. SDB's Business Solutions Director, Brad Thompson 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 Region 10 ESC and request input for the next phase of the pursuit. We believe in collaborating with our clients to maximize effectiveness.

21. Describe how you intend on training your national sales force on the Region 10 ESC agreement.

SDB plans to utilize the expertise with cooperative purchasing contracts of our Vice President of Texas Operations, Jason Gillespie. Jason has been the Program Manager on previous cooperative purchasing contracts and he offers insight into both cooperative purchasing and related legislative issues across the country. He will hold training sessions via both webinars and in person at our office to ensure the features and benefits of the alternative procurement delivery method program are fully understood and implemented. Region 10 ESC members will always be invited to participate in these meetings. We value the partnership and feel that communication and alignment has created a strong relationship that many clients feel is an asset.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

SDB agrees to provide its company logo to the Region 10 ESC and provide permission for reproduction of the logo in marketing communications and promotions.

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

Year one = \$4 Million

Year two = \$8 Million

Year three = \$12 Million

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Our success with cooperative purchasing programs dates back 5+ years. We have partnered with cooperatives that desire collaboration and have won awards for high achievement. For example, SDB was awarded the High Sales Achievement Award from TIPS/TAPS in 2015. This was the result of effective teaming and collaborating. Our cooperatives' contact information is as follows:

Mohave Educational Services Cooperative

Michael Carter, (928) 718-3222

BuyBoard Purchasing Cooperative

Arturo Salinas, (800) 695-2919

The Interlocal Purchasing System (TIPS)

ESC R-8

David Mabe, (903) 243-4759

The Cooperative Purchasing Network (TCPN)

ESC Region 4

Clint Pechacek, (713) 554-7349

Texas Multiple Award Schedule (TXMAS)

Nicholas Petrilli, (512) 463-5303

Premier Healthcare GPA

Stephen Rich, (704) 357-0022

1 Government Procurement Alliance (1GPA)

Kristy Knorr, (866) 306-9893

25. Describe the capacity of your company to report monthly sales through this agreement.

SDB has dedicated administrative staff with capacity to fulfill reporting duties for this contract. As an existing successful cooperative purchasing contract holder, our team is trained and committed to reporting in compliance with the contract terms and conditions.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

SDB currently provides management reports by not only location but by each contract on a monthly basis. This is an intricate component of our Key Performance Indicators (KPI) in our Quality Control Plan. SDB is aligned with the government agencies we service to enhance transparency and record keeping. We are committed to continuing this high level of reporting.

SDB has current technology and information management systems for our reporting capabilities. Reporting tools are highly customizable, which enables us to provide our customers with status reports tailored to their individual requirements. Because of the real-time nature of the system, reports are immediately available to management. This means that we can also export up-to-date project status reports, HUB and diversity reports, and overall contract reports as often as desired by any client.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SDB has found that early on-boarding for projects is the key to cost-effective solutions. Since our preconstruction services are included in the cooperative program model, historically, the most cost savings occur when our teams are involved early in the process to assist in value engineering and develop the most efficient schedules.

Green Initiatives

28. Please provide your company's environmental policy and/or green initiative.

SDB's commitment to sustainability is ingrained throughout our corporate culture. Our green initiative starts within our offices through the use of a company-wide recycling program, low energy use equipment/fixtures, motion activated office lighting, promotion of bicycling and public transportation and use of renewable and recyclable resources in office supplies.

SDB is a member of the U.S. Green Building Council (USGBC) and closely monitors current green building standards. SDB is a large proponent for using LEED as a system for implementing sustainable design and environmental procedures with two high profile projects currently in progress with a goal of LEED Silver certification.


SDB has also previously been awarded Silver, Gold and Platinum certifications on numerous past projects. Throughout our new build, renovation and repair projects we emphasize waste management and equipment recycling on all jobsites. Additionally, where possible, we recommend energy and water efficient products and landscaping to owners as a green alternative.





Vendor Certifications

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Arizona General Contractor Licenses:

LICENSE EFFECTIVE THROUGH: 11/30/2019		
STATE OF ARIZONA		
Registrar of Contractors	CERTIFIES THAT	
S D B Inc		
CONTRACTORS LICENSE NO	70507	CLASS B-1
General Commercial Contractor		
THIS CARD MUST BE PRESENTED UPON DEMAND		 JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: 05/31/2020		
STATE OF ARIZONA		
Registrar of Contractors	CERTIFIES THAT	
S D B Inc		
CONTRACTORS LICENSE NO.	175022	CLASS A
General Engineering		
THIS CARD MUST BE PRESENTED UPON DEMAND		 JEFF FLEETHAM, DIRECTOR

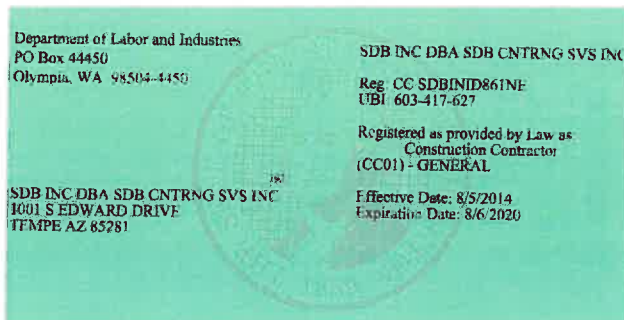
Oregon General Contractor License:



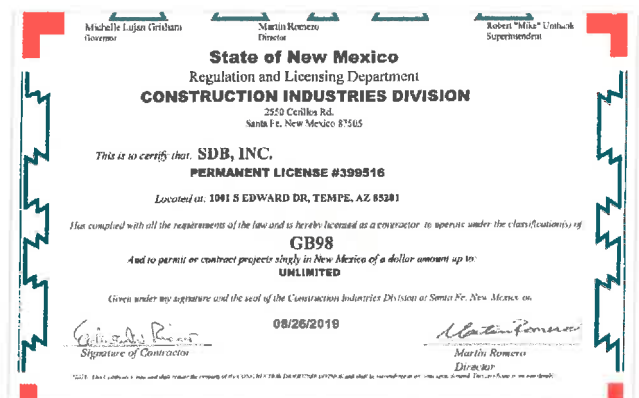
California General Contractor License:



Washington General Contractor License:



New Mexico General Contractor License:



Louisiana General Contractor License:



State of Texas:

SDB IS REGISTERED TO PERFORM GENERAL COMMERCIAL CONTRACTING IN THE STATE OF TEXAS.

State of Indiana and New York:

SDB IS ALSO REGISTERED TO PERFORM GENERAL CONTRACTING FOR THE STATE OF INDIANA AND NEW YORK. BOTH STATES DO NOT REQUIRE A LICENSE.

References

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name, City and State, Contact Name and Title, Phone Number	Description of Services	Project Volume	Annual Volume
Irving Independent School District, Irving, Texas Patrick Dilworth, Facilities Planner, 214-850-9954	K-12 School Renovations	\$141K	\$750K
University of Texas At Dallas, Richardson, Texas Douglas Tomlinson, Associate V.P. for Facilities Management, 972-883-2124	Higher education office renovations	\$546K	\$1 Million
City of Richardson Parks Department, Richardson, Texas Chris Acuff, Assistant Parks Superintendent, 972-744-4469	Exterior repairs to fencing, courts, and backstops	\$115K	\$1.5 Million

SDB understands Region 10 ESC's product and/or services specifications and has no exceptions.

Appendix C: PRICING

Region 10 ESC requires the use of a unit pricing model and the unit price book (UPB) Region 10 ESC prefers is the RS Means price book. Pricing must be submitted as a coefficient of the Unit Price Book's line item prices. The RS Means price book published quarterly updates will be allowed if available. In addition to the coefficient, the published City Cost Index from the RS Means price book will be utilized as a modifier for the specific city or region.

Proposers are welcome to submit a proposal regionally or statewide. The matrix below is set- up with three (3) columns that address the following:

- Coefficients Regular Hours - the priced coefficients for each State, Region or City outlined below that you are willing to work in shall be listed for regular hours* (State your regular hours spanning from A.M. to P.M.)
- Coefficient After Hours - the priced coefficient for weekends, holidays and hours outside of regular hours.
 - Recognized holidays include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve.
- The coefficient must be rounded to the nearest second decimal place, e.g. .352 would be rounded to .35.

Non-pre-priced Items: Items that are not found in the RS Means unit price book will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three firm price quotes to establish the average base cost for each item. The contractor's coefficient will then be applied to determine the price and the city cost index will not be applied. This line item will need to be approved by public agency. Once approved, the item will be added to the price book for future projects and no longer is non-pre-priced.

State, Region or City	Regular Hours Coefficient*	After Hours Coefficient
Alabama		
Alaska		
Arizona	.95	.98
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
District of Columbia		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		

Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon N. Oregon	106.3	110.3
Pennsylvania		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas N. Texas/ Rest of State	.88/ .90	.94/ .96
Utah		
Vermont		
Virginia		
Washington Southern Washington	1.054	109.4
West Virginia		
Wisconsin		
Wyoming		
Other (Respondent to add any other region or city below)		

Appendix G: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

SDB is capable of self-performing various trade work in certain markets. This gives our clients the added benefit of knowing that we have a work force available to perform general carpentry, millwork, misc. metals and site/civil work at a moment's notice. Our self-performance capabilities help reduce labor costs by keeping the work "in house" while elevating the level of quality and safety on the job site.

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

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



HOW SELF PERFORMANCE HELPS OUR CLIENTS:

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

CUSTOM MILLWORK



SDB Millwork creates and fabricates custom work for many different applications including:

- | | |
|--------------------|--------------------|
| ▪ Cabinets | ▪ Woods |
| ▪ Countertops | ▪ Plastics |
| ▪ Granite | ▪ Composites |
| ▪ Marble Tops | ▪ Crown Molding |
| ▪ Hardwood | ▪ Accent Woodwork |
| ▪ Plastic Laminate | ▪ Ornamental Décor |
| ▪ Natural Stone | |

CUSTOM METAL FABRICATION



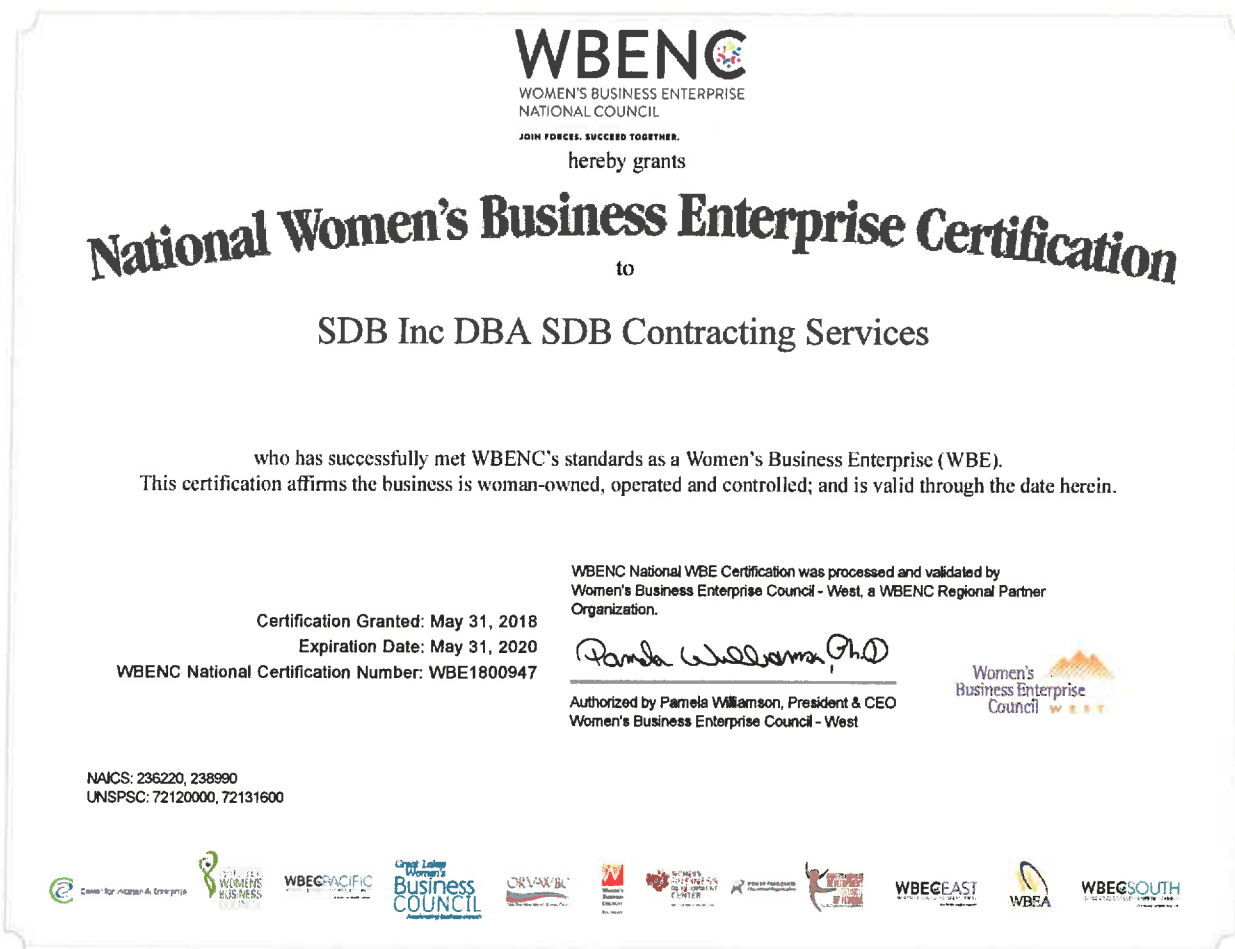
SDB Steel has the ability to custom fabricate steel support structures and architectural metals to service any need including:

- | | |
|----------------------------------|----------------------------|
| ▪ Mechanical and Piping Supports | ▪ Solar Support Structures |
| ▪ Catwalks and Work Platforms | ▪ Ornamental Metals |
| ▪ Structural Framing | ▪ Overhead Sign Structures |
| Pump Bases & Pipe Racks | ▪ Millright Steel |
| | ▪ Industrial Steel |
| | ▪ Canopy Structures |

Appendix I: CERTIFICATES

Please list and include copies of any certificates you hold that would show value for your response.

Below is our National Women's Business Enterprise Certification:



Appendix J: SUPPLEMENTARY CATALOGS AND CONSUMER INFORMATION

Please visit www.sdb.com.

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: SDB Contracting Services d/b/a SDB, Inc.

Title of Authorized Representative: Jason Gillespie, Vice President of Texas Operations

Mailing Address: 4951 Airport Parkway, Suite 800, Addison, Texas 75001

Signature: 

DOC #2 DEBARMENT NOTICE

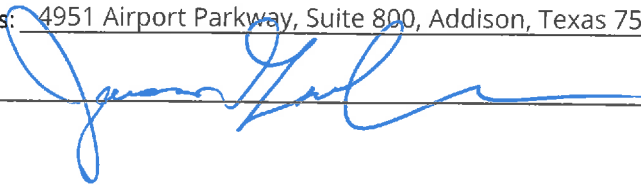
I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: SDB Contracting Services d/b/a SDB, Inc.

Title of Authorized Representative: Jason Gillespie, Vice President of Texas Operations

Mailing Address: 4951 Airport Parkway, Suite 800, Addison, Texas 75001

Signature: _____



DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



 Signature of Respondent

11/18/19

 Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they 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 Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Respondent

11/18/19

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR SDB Contracting Services d/b/a SDB, Inc.

ADDRESS 4951 Airport Parkway, Suite 800

Addison, Texas 75001

PHONE (469) 619-3753

FAX N/A

RESPONDANT

Signature

Jason Gillespie

Printed Name

Vice President of Texas Operations

Position with Company

AUTHORIZING OFFICIAL

Signature

Jason Gillespie

Printed Name

Vice President of Texas Operations

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

SDB Contracting Services d/b/a SDB, Inc.	1001 S. Edward Drive
Company Name	Address
Tempe	Arizona
City	State
	85281
	Zip

DOC #10 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent 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.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor 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 present, or reasonably expected to be present. Contractor 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 Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.


Signature of Respondent

11/18/19

Date

Tab 9 - Required Documents (Appendix H)

DOC #11 OWNERSHIP DISCLOSURE FORM (~~N.J.S. 52:25-24.2~~)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: SDB Contracting Services d/b/a SDB, Inc.

Street: 4951 Airport Parkway, Suite 800

City, State, Zip Code: Addison, Texas 75001

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of ~~N.J.S. 52:25-24.2~~ do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

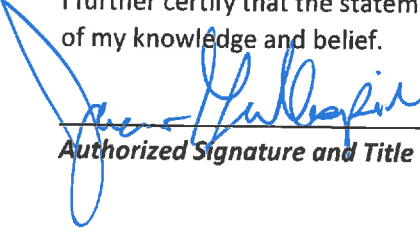
OR:

I Jason Gillespie, an authorized representative of SDB Contracting Services, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Angie Schmidt, CEO	1001 S. Edward Drive, Tempe, AZ	51%
Dominic Spagnuolo	1001 S. Edward Drive, Tempe, AZ	39%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 /Vice President of Texas Operations
Authorized Signature and Title

11/18/2019

Date

DOC #12 NON-COLLUSION AFFIDAVIT

Company Name: SDB Contracting Services

Street: 4951 Airport Parkway, Suite 800

City, State, Zip Code: Addison, Texas 75001

Texas
State of ~~New Jersey~~

County of Dallas

I, Jason Gillespie of the Addison
Name City

in the County of Dallas, State of Texas of
full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President of Texas Operations of the firm of SDB Contracting Services d/b/a SDB, Inc.
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

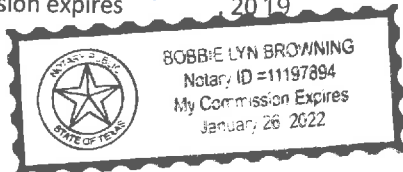
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

SDB Contracting Services d/b/a SDB, Inc.
Company Name

Jason Gillespie Vice President
Authorized Signature & Title

Subscribed and sworn before me

this 19th day of November, 2019
Bobbie Lyn Browning
Notary Public of ~~New Jersey~~ Texas
My commission expires January 26, 2022



DOC #13 AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: SDB Contracting Services
Street: 4951 Airport Parkway, Suite 800
City, State, Zip Code: Addison, Texas 75001

Bid Proposal Certification:

Indicate below your compliance with ~~New Jersey~~ ^{Texas} Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

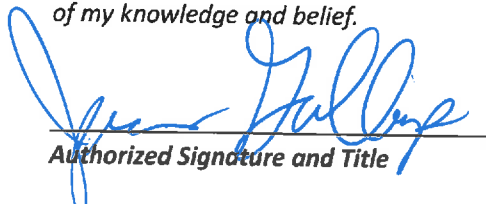
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or ~~New Jersey~~ Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or ~~New Jersey~~ ^{Texas} Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 VP of Texas operations
Authorized Signature and Title

1/18/19
Date

P.L. 1995, c. 127 ~~_____~~
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited

and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by ~~Public Law 1975, C.127~~ promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to ~~Public Law 1975, C.127~~ promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of ~~Massachusetts~~ and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of ~~Massachusetts~~, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (197C-2712).



Signature of Procurement Agent

DOC #14 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to ~~N.J.S.A. 10:11A-20.26~~ (P.L. 2005, c. 271, s.2).

Additional information on the process is available in Local Finance Notice 2006-1

(www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (~~N.J.S.A. 10:11A-20.71~~).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined ~~N.J.S.A. 18:14A-20.2~~) are subject to the provisions of P.L. 2005, c. 271, s.2 ~~(N.J.S.A. 18:14A-20.2)~~. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See ~~N.J.S.A. 18:14A-20.2 and 18:14A-16~~ for more details on reportable contributions.

~~N.J.S.A. 18:14A-20.2~~ 6 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 ~~Nonprofit~~ based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." ~~(N.J.S.A. 18:14A-20.2c(1))~~ The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

Required Pursuant To [REDACTED]

Vendor Name:	SDB Contracting Services		
Address:	4951 Airport Parkway, Suite 800		
City:	Addison	State:	Texas Zip: 75001

Signature Jason Gillespie Printed Name Jason Gillespie Title Vice President of Texas Operations

Disclosure requirement: Pursuant to 11 C.F.R. 101.14-101.20-20.25 disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Required Pursuant To § 552.101, 552.102, 552.103 (Texas)
Page 1 of 1

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

DOC #15 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: SDB Contracting Services

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☒ Corporation

☐ Limited Liability Corporation

☐ Subchapter S Corporation

☐ Sole Proprietorship

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 25th day of November, 2019

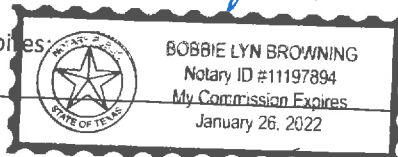
(Notary Public)

(Affiant)

Jason Gillespie, Vice President of Texas Operations

(Print name & title of affiant)

My Commission expires:



(Corporate Seal)