



## **REQUEST FOR PROPOSALS:**

Alternative Procurement Delivery Methods for General Contracting Services

RFP #:

COG-2132

### **ISSUED BY:**

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

### DATED:

April 15, 2022

### **SECTION THREE:**

Part A – General Terms and Conditions of Master Agreement

### Section Three, Part A - General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "Master Agreement") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

#### 1. RECITALS

- **A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "Lead Public Agency") for Equalis Group ("Equalis Group"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("Equalis Group Member").
- **B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.
- C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "Public Sector Entities" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.
- **D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.
- **E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.
- **F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").
- **G.** CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").
- **H.** CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

#### 2. TERMS & CONDITIONS

- 2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in Appendix B to all Program Participants throughout the Term, as defined in Appendix A, of this Master Agreement and any Customer Agreement.
- 2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in Appendix B ("Customer Agreement"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. <u>Rates & Charges</u>. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in <u>Appendix B</u>. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the Master Agreement Signature Form (the "Effective Date"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the Master Agreement Signature Form (the "Termination Date") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "Renewal Term") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "Extended Term"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "Term."

#### 2.5. Formation of Contract

- a. <u>Bidder Contract Documents</u>. CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. Entire Agreement. This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

- c. <u>Modification</u>. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. <u>Assignment</u>. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

#### e. Order of Precedence.

- (1) General terms and conditions
- (2) Specifications and scope of work
- (3) Attachments and exhibits
- (4) Documents referenced or included in the solicitation

#### 2.6. Confidentiality.

- a. Obligation. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "Disclosing Party") to which a Party(ies) (the "Receiving Party") may become privy during the Term of this Master Agreement (collectively, the "Information") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- **b.** Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided

that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

- **2.7.** <u>Indemnification</u>. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.
- 2.8. Notice & Opportunity to Defend; Limitations & Thresholds.
  - a. Notice; Opportunity. If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
  - b. Liability. Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.
- 2.9. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies.

Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

- **2.10.** Termination Rights. The Parties shall have the termination rights set forth below.
  - **a.** <u>Insolvency.</u> If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
  - **b.** <u>Mutual Consent</u>. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
  - c. <u>Breach</u>. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.
- 2.11. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.
- **2.12.** Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.
- **2.13.** Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference,

government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

- 2.14. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("Notice") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.
  - a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**: ii. If to **EQUALIS**:

The Cooperative Council of Governments, Inc. Attn: Board President 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

Attn: Eric Merkle, SVP 5550 Granite Parkway, Suite 298

Equalis Group, LLC.

Plano, Texas 75024

Facsimile: 440.337.0002

**2.15.** Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.16. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

- 2.17. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.
- **2.18.** Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

#### 2.19. Nondiscrimination & Intimidation.

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



# ALTERNATIVE PROCUREMENT DELIVERY METHODS (APDM) FOR GENERAL CONTRACTING SERVICES

RFP # COG-2132 | TECHNICAL PROPOSAL

MAY 19, 2022 @ 3PM | *ELECTRONIC* 



# **TABLE OF CONTENTS**

## PROPOSAL FORM 1: TECHNICAL PROPOSAL

TAB 1	OVERVIEW & QUALIFICATIONS	3
	1.1 COMPANY INFORMATION	3
	1.2 FINANCIAL STRENGTH & LEGAL CONSIDERATIONS	4
	1.3 INDUSTRY QUALIFICATIONS	4
	1.3 INDUSTRY QUALIFICATIONS	6
TAB 2	PRODUCTS & SERVICES	10
	2.1 PRODUCTS & SERVICES	
	2.2 ADDITIONAL SERVICES	
	2.3 VALUE ADD	
TAB 3	BUSINESS OPERATIONS	14
	3.1 CUSTOMER SERVICE	
	3.2 SAFETY	
	3.3 CUSTOMER SET UP, ORDER & INVOICE PROCESSING,	
	PAYMENT	16
	3.4 BONDING & INSURANCE	16
TAB 4	PRICING	17
	4.1 COST PROPOSAL	
TAB 5	GO-TO-MARKET STRATEGY	18
	5.1 BIDDER ORGANIZATIONAL STRUCTURE & STAFFING	
	5.2 CONTRACT IMPLEMENTATION STRATEGY	
TAB 6	ADMIN FEE & REPORTING	25
	6.1 ADMINISTRATIVE	



### 1. OVERVIEW & QUALIFICATIONS

#### 1.1. Company Information

1.1.1. Company Name: CORE Construction (CORE)

**1.1.2. Corporate Street Address:** 6320 Research Road, Frisco, TX 75033

**1.1.3. Remittance Address:** 6320 Research Road, Frisco, TX 75033

**1.1.4. Main Telephone Number:** 972-668-9340

#### 1.1.5. Website:

www.coreconstruction.com

**1.1.6. Formation**. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.

CORE was founded in 1937, and has grown into an industry leader in construction management, with 20+ offices in ten states across the United States and more than 1,200 employees.

AZ: 4/18/1982 CA: 8/6/2010 FL: 12/31/2011 IL: 12/1/1967 IN: 4/17/2013 NV: 11/12/1999 TX: 10/18/1990

AZ: CORE Construction, Inc.

CA: CORE Construction, Inc. DBA CORE Construction Management

FL: CORE Construction Services of Florida, LLC

ID: CORE West, Inc.

IL: CORE Construction Services of Illinois, Inc.

IN: CORE Construction Indiana, LLC

NV: CORE West, Inc., DBA CORE Construction TX: CORE Construction Services of Texas, Inc.

**1.1.7. Legal Structure.** Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.

**▼** Corporation – provide the State of incorporation and the company ownership structure.

 $\square$  Partnership – provide the State of registration and the names of all partners.

☐ Sole Proprietorship – provide the State of registration and the name and title of the principal.

☐ Joint Venture – provide the State of registration and the names and titles of all principals.

☐ Other – provide detailed description of corporate structure and ownership.

#### 1.1.8. Federal Tax ID# or Social Security #:

AZ: 86-0433249 CA: 86-0433249 FL: 26-2821711 ID: 88-0214666 IL: 37-1296188 IN: 46-2547276 NV: 88-0214666

TX: 75-2348877

**1.1.9. Primary Point of Contact.** Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Contact Name: Dave Wilson Title: National Director of JOC

Phone: 214-684-9320

E-Mail Address: davewilson@coreconstruction.com

**1.1.10. Authorized Representative.** Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).

Contact Name: Mark Steffen Title: Chief Financial Officer Phone: 602-980-2451

Priorie. 002-900-243 i

E-Mail Address: marksteffen@ccg-services.com

#### 1.2. Financial Strength & Legal Considerations

**1.2.1. Financial Strength.** Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.

Please refer to the separate file labeled "CORE\_CONFIDENTIAL FINANCIAL INFORMATION".

**1.2.2. Bankruptcy & Insolvency.** Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.

CORE has not had any bankruptcy or insolvency for your organization (or its predecessors) or any principal of the firm in the last three (3) years.

**1.2.3. Litigation.** Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.

Our entire team at CORE can proudly state that our firm and respective principals have not been involved in any litigation, formal claims, or suits in the past three (3) years.

#### 1.3. Industry Qualifications

**1.3.1. Industry Experience.** How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

CORE has provided the products and services outlined in our response to this RFP for 14 years.

#### % of Company's Revenue

2021 - 4.5%

2020 - 4%

2019 - 3%

**1.3.2. Geographic Reach.** Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.

Alabama, Arizona, California, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, and Wisconsin

**Certifications and Licenses.** Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.



State	License Class	License No.
Alabama	ВС	46946
Arizona	B-01	069786
Arizona	А	110343
Arizona	В	199920
California	В	954885
Colorado	N/A	No License Required
Florida	CGC	1516489
Florida	CGC	43320
Georgia	GCQA	003427; 003325
Georgia	GCQA	A003334; A003437
Iowa	N/A	None Required
Idaho	RCE	41083
Idaho	Unlimited	025816
Illinois	N/A	None Required
Indiana	N/A	Registered Public Works Contractor
Louisiana	N/A	54378; 884216; 250681
Michigan	N/A	No License Required
Mississippi	N/A	21807-MC
Missouri	N/A	No License Required
North Carolina	Unlimited	77604
Nevada	Corporation	0077142; 0006144A
New Mexico	GB98	372635
Ohio	N/A	No License Required
Oklahoma	N/A	No License Required
South Carolina	Unlimited	G120463
Tennessee	Unlimited	00067481
Texas	N/A	No License Required
Utah	B100	8530400-5501
Washington	CC-01	CORECCM820JK
Wisconsin	N/A	None Required



#### 1.4. Public Sector Experience

**1.4.1. Public Sector Cooperative Contracts.** What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?

Please refer to page 7 for our list of Public Sector Cooperative Contracts.

- **1.4.2. Education Success.** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?
- i) total dollar amount: \$716M
- ii) percentage of your company's total annual revenue generated by sales to educational institutions: 58.8%
- **1.4.3. Government Success.** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)? i) total dollar amount: \$172M
- t) total dollar amount. \$1721VI
  - ii) percentage of your company's total annual revenue generated by sales to local governments: 14.11%
- **1.4.4. Public Sector Strategic Growth Plan**. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?

What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?

**NOTE:** For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.

Our goal is 15% growth per year nationally in this public cooperative space. In 2022, we have already realized 25% growth to date. We will continue to drive this sector nationally as we grow into new states and regions as well as preserve the volume we currently yield. Our primary markets in this sector are K-12, Higher Education and Public Safety, and we push our EQ|APDM contract constantly.

- 2021 110M 98% local governments and educational institutions
- 2020 100M- 96% local governments and educational institutions
- 2019 100M -94% local governments and educational institutions



			Goiteatine	o de la constanta de la consta	o de la companya de l		o de la constantina della cons
Co-Op Name	Contract #	Date	Date	Generated 2019	Generated 2020	Generated 2021	Generated 2022
791	2020-02-020	7/2/2020	6/30/2023	0\$	\$0	\$0	\$0
1Government Procurement Alliance	19-03DP-04	12/17/2018	12/17/2022	\$703,791.50	\$353,107.09	\$0	\$0
1 GPA	18-15PV-05	5/18/2022	5/17/2023	\$4,514,136	\$7,861,866	\$4,677,611	\$0
Allied State Cooperative (Region 19 ESC)	21-7411	7/1/2021	6/30/2022	\$0	\$0	\$0	\$0
ASU JOC Master	ASU 2019 JOC	12/1/2019	11/29/2024	\$5,538,209	\$3,862,520	\$6,311,051	\$1,983,945
BESD JOC master	BESD 17-003	10/10/2017	10/9/2022	\$7,830,427	\$2,791,760	\$5,588,392	\$0
BuyBoard Purchasing Cooperative-Gordian ezIQC (region 5 ESC)	660-21	12/1/2021	11/30/2026	\$0	\$0	0\$	\$0
Choice Partners (HCDE) (IDIQ)	20/017MR-06	2/26/2020	2/25/2024	\$0	\$0	\$11,237.20	\$0
City of Avondale	20-356C	11/20/2019	11/20/2024	\$0	\$0	\$343,434	\$0
City of Mesa JOC Master	JOC-G19	6/13/2019	6/12/2022	\$1,187,738	\$491,879	\$532,342	\$1,700,000
City of Peoria	P19-0034A (ACON21219C)	5/22/2019	5/21/2024	\$1,515,368	\$520,499	\$2,244,561	\$581,489
Collin College	4426	6/22/2021	5/31/2026	\$0	\$0	\$414,102.75	\$22,393.14
Dallas County	2021-022-6889	11/16/2021	11/15/2026	\$0	\$0	\$0	\$26,790.00
E&I Cooperative Services	CNR01441	9/1/2017	6/30/2027	\$36,814,905.49	\$2,821,080	\$2,559,171	\$0
Equalis Group (Region 10 ESC)	EQ-101519-02A	1/1/2020	12/31/2024	\$0	\$0	\$891,632.99	\$166,803.00
Equalis Disaster Region 10 ESC)	R10-1110A	1/1/2021	12/31/2027	\$0	\$0	\$0	\$0
Equalis / Gordian ezIQC (Region 10 ESC)	R10-1117E	5/1/2021	4/30/2026	\$0	\$0	\$3,095.77	\$0
GoodBuy Purchasing Cooperative (Region 2 ESC)	21-22 7GCJOC2 Addendum 1	8/1/2021	7/31/2026	\$0	\$0	\$0	\$0
Kyrene ESD JOC Master	K21-13-26	6/22/2021	6/21/2026	\$0	\$0	\$1,427,645	\$0
Mesa Public Schools	22-27RFQ	12/1/2021	11/29/2026	\$996,151	\$746,296	\$1,408,617	\$0
NAU JOC Master	11.160.201	2/28/2020	2/26/2025	\$2,448,088	\$150,519	\$1,851,566	\$0
National Cooperative Purchasing Alliance (Region 14 ESC)	National JOC 04-13	12/3/2018	11/30/2026	\$95,355.59	\$243,804.61	\$0	\$0
National Cooperative Purchasing Alliance APDM (Region 14 ESC)	04-10	4/2/2018	4/30/2023	\$0	\$0	\$0	\$0
Oklahoma / Gordian ezlQC-Western, Central, Northeast, Southeast Regions	21267/21268/21269/21270	7/1/2021	6/30/2026	\$0	\$0	\$3,213,891.68	\$438,068.72
Omnia Partners (Region 4 ESC)	R200103	5/1/2020	4/30/2025	\$0	\$0	\$3,616,868.09	\$0
Omnia Disaster Services (Region 4 ESC)	R191604	5/1/2020	4/30/2025	\$0	\$0	\$79,155.00	\$0
Purchasing Cooperative of America (Region 3 ESC)	PCA 3-220-19	6/3/2019	6/2/2024	\$0	\$0	\$0	\$0
Purchasing Cooperative of America Disaster (Region 3 ESC)	PCA OD-303-20	5/20/2020	5/4/2025	\$0	\$0	\$0	\$0
Purchasing Cooperative of America (Region 3 ESC)	PCA OD-325-20	8/17/2020	8/16/2025	\$0	\$0	\$0	\$0
Sourcewell North TX-General Contstruction	TX-NT-GC-101619-CCT	1/23/2019	1/23/2024	\$0	\$4,288,476.18	\$0	\$0
North-Paint Only	TX-NT-P-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
North-Floor Only	TX-NT-F-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
North-APC Only	TX-NT-APC-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Panhandle TX-General Construction	TX-PH-GC-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Panhandle-Paint only	TX-PH-P-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Panhandle-Floor Only	TX-PH-F-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Panhandle-APC-Only	TX-PH-APC-101619-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Central TX	TX-CT-GC-121819-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell West TX	TX-WT-GC-121819-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Gulf Coast TX	TX-GC-GC-021920-CCT	2/19/2020	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Rio Grande Valley TX	TX-RGV-GC-021920-CCT	2/19/2020	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Permian Basin TX	TX-PB-GC-121819-CCT	1/23/2020	1/23/2025	\$0	\$0	\$0	\$0
Tarrant County College District	C2021-04-12 (RFP# 21-006)	4/1/2021	3/31/2026	\$0	\$0	\$0	\$0
The Interlocal Purchasing System	200201	5/1/2019	4/30/2024	\$4,146,197.09	\$4,725,770.23	\$154,095.00	\$86,594.58
University of Arizona	(Individual Po Numbers)	7/1/2017	6/30/2022	\$0	\$2,464,354	\$410,311	\$0

**1.4.5. Customer References.** Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

#### Client: UNIVERSITY OF NORTH TEXAS

Contact Person: Cheryl Smith, RID, AUID, NCIDQ

*Title:* Facilities Planner *Phone#:* 940-565-4365

E-mail: Cheryl.Smith@unt.edu

A brief description of products & services provided by CORE:

- Sycamore Hall: renovation of 6 classrooms including demolition, rough carpentry, millwork, doors & hardware, walls, ceilings, flooring, painting, electrical & data/communications rough-in
- Wooten Hall: construction & renovation of 8 classrooms including demolition, rough carpentry, millwork, doors & hardware, walls, ceilings, flooring, painting, electrical, & data/communications rough-in
- Sage Hall: renovation of 2nd Floor including abatement of existing conditions for asbestos, demolition, electrical equipment & devices, mechanical equipment & devices, plumbing equipment & devices, erecting all non-load baring walls, store front glass, cap existing & move or install new fire suppression heads, doors & hardware, install fire alarm, millwork, acoustical and wood ceilings, flooring, walls-tape, bed, texture, & paint, test and balance system.
- Fouts Field, Demo, Parking Lot, Bus Transfer: cut in driveway & parking lot, install new fence with gates, install new power supply & light poles
- UNTD Lot 2 Access Driveway: cut in new driveway for existing parking lot, install new light poles
- UNTD Camp Wisdom: create a new concrete drive access from public road on to the campus, including light poles, & handicap parking spaces
- UNTHSC 6th floor remodel for new tenant including HVAC, plumbing, electrical, flooring, doors, drywall & paint
- UNTHSC 5th floor office building remodel
- Sage Hall Rooms 230/231: Demo flooring & dividing wall, fur out walls, electrical install, flooring, paint, ceiling, fire alarm & sprinkler reconfigure
- Inspire Park Autoclave: renovate infrastructure for new Autoclave steam sanitizing machine

Customer relationship starting and ending date: 2010-Present

Notes or other pertinent information relating to the customer and/or the products and services your company provided: N/A

#### Client: STEPHEN F AUSTIN STATE UNIVERSITY

Contact Person: Jessica DeWitt, RID, CEFP, NCIDQ, LEED Green Associate

Title: Assistant Director | Physical Plant Department

Phone#: 936-468-4807 E-mail: jdesitt@sfasu.edu

A brief description of products & services provided by CORE:

- Central Plant Expansion Phase1: Installation of mechanical equipment, underground hydronic piping and asphalt patch and repair.
- Central Plat Expansion Phase 2&3: Remove and install mechanic equipment and underground hydronic piping. Including excavation, testing, temporary cooling, electrical and concrete sidewalk replacement.
- Soccer Field Pad: Installation of 290x30 linear feet of concrete pad adjacent to the school's soccer field.
- Alumni Drive Reconstruction: Demo'd/removed/replaced existing concrete drive. Including sidewalk, curb, waterproofing, erosion control and striping
- Nature Trail Boardwalk: Reconstructed as needed and replaced as needed wood walkways including

railings and bridges.

• Health Clinic Renovation: Remodel of offices; bathrooms and patient rooms. Including demolition, framing, drywall & paint, electrical upgrades, flooring, doors & hardware and millwork.

Customer relationship starting and ending date: 2020-Present

Notes or other pertinent information relating to the customer and/or the products and services your company provided: N/A

#### Client: OKLAHOMA DEPARTMENT OF RECLAMATION SERVICES

Contact Person: Susan Smith

Title: CPO | Administrative Programs Officer IV, Management Services | Purchasing

Phone#: 405-397-6442 E-mail: SRSmith@okdrs.gov

A brief description of products & services provided by CORE:

- Oklahoma School for the Deaf: Upgrade of existing elevators.
- Oklahoma School for the Deaf: Interior renovation of school's Superintendent's residence.
- Oklahoma School for the Deaf: School gym floor refinish and resurface with new logo; upgraded all
  existing gym seating.
- Oklahoma School for the Deaf: Vocational building exterior wall repair.
- Oklahoma Dept of Rehabilitation Services: ADA compliant accessibility renovation of three homes.
- Oklahoma School for the Blind: Interior, and exterior CMU wall repairs.

Customer relationship starting and ending date: 2021-Present

Notes or other pertinent information relating to the customer and/or the products and services your company provided:

N/A

Client: CITY OF FRISCO

Contact Person: Wes Hicks

Title: Facilities Project Manager

Phone#: 972-292-5273

E-mail: whicks@friscotexas.gov

A brief description of products & services provided by CORE:

- Medical Clinic Remodel: Renovation of interior space. Including millwork, partition installation & finish, patch & paint existing drywall and raise and replace ceiling grid.
- Fire Station #9: Shower renovation and decontamination room improvements.
- Athletic Center Handrail Replacement: Removed and replaced exterior handrails and ADA ramp
- Micro Library: Build out of existing space in the Stonebriar Centre Mall. Including office space for local governmental office and public children's micro library.

Customer relationship starting and ending date: 2012-Present

Notes or other pertinent information relating to the customer and/or the products and services your company provided: N/A

#### Client: TEXAS WOMEN'S UNIVERSITY

Contact Person: Steven Adcock

Title: Manager of Construction Services

Phone#: 940-898-3143 E-mail: SAdcock@twu.edu

A brief description of products & services provided by CORE:

- Tennis Court Fence Demo: demolition of 265 linear feet of fencing around Tennis Courts
- TWU Parking Lot: construction of east parking lot and driveway on existing Golf Course

*Customer relationship starting and ending date:* 2013-Current

Notes or other pertinent information relating to the customer and/or the products and services your company provided:

N/A

#### 2. PRODUCTS & SERVICES

#### 2.1. Products & Services

**2.1.1. Product & Services Description(s).** Provide a detailed description of the products and services you are offering as a part of your proposal. **IMPORTANT.** This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

When you build with CORE, you are not just building with brick, steel, concrete, or wood. You are building a partnership with a company and people who have set the highest performance standards for your project. By choosing CORE, you will have the resources and strength of a national builder and the benefits of collaborating with a local team and workforce that is committed to improving your community.

CORE will provide you the most comprehensive Professional Services, an Approach to Safety, Dedication to Quality, Quick Response and Delivery, Availability of Resources and Overall Project Success. Our philosophy and general program oversight methodology centers around our commitment to making our Client's goals our own. We will partner with CCOG/Equalis and all stakeholders involved to ensure you receive the Best Value possible. Highly experienced with cost estimating, constructability reviews, design reviews, risk quantification, value engineering and scheduling, our team's greatest asset to CCOG/Equalis is that we listen and are nimble in our approach in order to best suit your needs.

Job Order Contracting (JOC) is a project delivery method utilized by Clients to procure numerous commonly-encountered construction needs quickly and easily for a wide variety of renovations, repairs and construction projects, similar to CCOG/Equalis's work, under one contract. To date, CORE has completed **over 2,500 JOC projects for over 100 Clients.** 

By using JOC to procure construction services, CORE's Clients drastically cut down on cost, time and inefficiencies inherent to small, fast-track construction projects. Emergency repairs, facility maintenance,

and other high-priority construction needs can be completed, from the moment the need is recognized, in less time than it traditionally would take to even hire a contractor. Additionally, you are able to work with larger contracting firms that have the resources and industry-leading tools that come with being one of the largest builders in the Nation for your smaller projects.

Advantages of CORE's Job Order Contracting:

- Shorter project delivery times
- Faster project starts
- Higher quality
- Long-term relationships
- Better use of construction funds
- Increased transparency
- More opportunities for diversity inclusion

CORE's Job Order Contracting experience provides CCOG/Equalis a unique opportunity to build a relationship with a local company with proven national experience in delivering construction management on the APDM for General Contracting Services JOC projects.

**2.1.2. Subcontractors** & **Affiliates.** Describe your company's process for qualifying and hiring subcontractors and other affiliates who will be performing work on your behalf, in the event of an award.

The bidding process for this project will start with a Trade Partner (subcontractor, supplier and vendor) list that is generated and circulated among the team for input and recommendations. The firms identified will be invited to prequalify with CORE if they have not already done so. CORE will host also a Trade Partner fair to inform the local community about the APDM for General Contracting Services projects and how to participate. CORE will strive to incorporate as many local and MWBE Trade Partners in the process as possible. Everything about the bidding phase is open-book and transparent. You will be able to see into our process at any time and at every level.

After receipt of pricing, every Trade Partner proposal shall first be evaluated for completeness of scope. From there, our team will work in collaboration with CCOG/Equalis to narrow the prequalified Trade Partner list to a minimum of three responsible bidders for each scope of work identified in the project documents.

The next step is a face-to-face meeting with the Trade Partner that provides the lowest, most responsible price/bid. This interview includes an in-depth scope review session to ensure the Trade Partner has complete scope understanding. If the Trade Partner has "scope holes," we will allow the Trade Partner to make their bid complete. The ultimate result is CCOG/Equalis benefiting from a Trade Partner that is highly qualified, understands the project, and delivers financial value. Together, CORE and CCOG/Equalis will be able to consider all variables in the decision, and will have the most complete knowledge in order to select the most effective Trade Partners to join our team.



# **Use Prequalified Trade Partners**

- Enlist recommendations from the Owner
- Enlist recommendations for the Design Team
- Utilize CORE's database of Trade Partners
- Thoroughly review Trade Partner qualifications



# Understand Scope & Assembly of Pricing

- Receive bids from 3-5 Trade Partners for each scope of work
- Trade Partners evaluated for completeness of scope
- Identify the lowest responsible bid



# Review of Scope & Pricing with Trade Partners

- Face-to face meeting with the lowest responsible bidder
- Conduct an in-depth scope review
- Allow Trade Partner to fix any "scope holes"
- Select Trade Partner as a team (Owner, Architect, CORE)

2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.

**OUR MISSION**: CORE's Mission is to earn the trust of our Employees, Building Partners and Clients. Achieving this mission begins by building teams with members who have unwavering, comprehensive trust in one another. Each team member understands the CORE Values we stand for - Integrity, Fairness, Continuous Improvement and Results. These CORE Values represent the foundational elements of trust itself. We are dedicated to earning the trust of our Clients through our commitment to teamwork, our adherence to our CORE Values, and our dedication to the belief that The Client Decides.

**THE CLIENT DECIDES:** Every business needs Clients in order to survive. Here at CORE, The Client Decides. We know that it is Clients who drive our economic engine; without Clients our engine dies. We work hard to provide the highest level of Client Service possible and strive to be the best in the world at it. Most importantly, CORE is deeply passionate about trust, especially earning the trust of our Clients. This trust is only made possible by knowing that The Client Decides.

#### 2.2. Additional Services

**2.2.1. Additional Services.** Describe any additional products or services not identified within scope of this RFP that you are including in your proposal and making available to Equalis Group Members.

**WARRANTY PROGRAM:** Our commitment to CCOG/Equalis does not end upon completion of the [any of your JOC projects, but continues through the two-year warranty period and beyond. Our Warranty Manager and his team do incredible work and will ensure your newly occupied facilities function and meet the unique needs of

your staff. Upon completion of any of the APDM for General Contracting Services projects, our Warranty Manager will meet the CCOG/Equalis Maintenance Department during the close out process to explain our warranty program in detail, allowing CCOG/Equalis to gain a level of comfort with our processes and the accessibility of our company developed CORE Warranty website.

CORE offers a company developed, user friendly 24/7 online warranty submittal platform which sends a direct email alert to CORE's Warranty Department. Once an email is received, our team will take care of your needs, addressing issues in a swift and complete manner. CORE's full-service, customer service-driven Warranty Department will provide the highest level of service to CCOG/Equalis and the future team of your projects. We utilize the following process:

- Submitting a Warranty Claim: First, we encourage our Clients to pick up the phone and give us a call. We also recommend contacting us on our company designed and operated website where warranty claims can be easily submitted online. If desired, we also have an app available to begin the process. This sends a direct email or text alert to our Warranty Manager. Once an email is received, the Warranty Manager will log in the request in our Viewpoint Project Management Program and call the Owner's representative to confirm the nature and extent of the issue. Our local Presidents are also copied on any warranty request to ensure that resources are available and response is immediate.
- Processing & Turn-around: Our Warranty Manager will then process the request within hours of receiving it. A CORE Superintendent will be assigned to the warranty issue and assess the scope in person, if possible. The Superintendent then calls and emails the appropriate Trade Partner to get tradesmen on site to correct the issue. Depending on the nature and extent of the claim, nearly all issues are fixed within one to three days. We will provide the Owner a verbal or written status report along the way.
- Verifying and Documenting Completed Warranty Work: The Warranty Manager requires the Trade Partner to document the work that was performed, and that information

- is then entered on the warranty website under that specific issue for the Owner to review. Once that information has been inputted, and the issue is closed out, the Owner is sent an email with all corresponding documentation.
- Responding to Emergency Warranty Issues: If an emergency notification is received by the Warranty Manager, the appropriate Trade Partner will be called for an immediate response. The Trade Partner is scheduled to be on site that day, or the following morning. The warranty issue will be addressed immediately, and temporary repairs or completed repairs will happen within 24 hours.
- Managing Long Range Warranties: If issues arise after the warranty period, the warranty website will remain active so the Owner may submit issues that need to be addressed. The Warranty Manager will address all issues even after the warranty period expires. If the item is determined to be a material flaw, we will create a "Latent Defect" warranty claim to address the issue. A "Latent Defect" warranty item will be treated/addressed and investigated as a normal warranty claim. The Owner's representative will be involved in on-site meetings and investigations until an agreement by all parties is reached on how to proceed and resolve the issue. There are no additional cost for this 'value add' service.

#### 2.3. Value Add

**2.3.1. Additional Offering.** Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.

"Building is our Business." Our team of professionals are the best in the business, and our dedication to our trademarked preconstruction and construction management platform, Operational Excellence, sets us apart. CORE's Operational Excellence ensures the success of every project and guarantees that you receive world-class services. From better project planning through virtual construction, to better construction management, to sustainable on-site practices, our pledge of excellence is all-encompassing and second-to-none. Our company values relationships with our Building Partners and Clients based on Team and Trust. As a national

company, we have access to extensive resources while also providing the local touch. We have achieved the industry's highest credit rating, lowest EMR ratings, and have maintained a pursuit toward continuous improvement for all of our professional services.

**OPERATIONAL EXCELLENCE:** Our team approaches every project from the standpoint of comprehensive construction administration and management. The same collaborative effort that goes into preconstruction services continues throughout construction. Our Clients can expect excellent orchestration of the entire administrative process: permitting, scheduling, Trade Partner management, commissioning, project turnover, and a responsive warranty process.

implemented trademarked Operational Our team has created and program called Excellence™. This program contains specific metrics for tracking, managing, and maintaining exceptional Safety, Quality, Schedule, Cost control, qualified Trade Partners, and Client relationships throughout the construction duration of each project. Each of these six factors has an associated goal. The execution of this program ensures that these goals are met. See graphic below.

On a daily basis, CORE's Superintendent will generate a daily report tracking the status of each factor on each APDM for General Contracting Services project. On a weekly basis, the project's entire executive management team will review each factor providing feedback to the Project Manager for potential improvement. Utilization of the Operational Excellence program will ensure effective construction administration and management on your project.

**SELF-PERFORM CAPABILITY:** One of the most unique attributes that CORE offers is the capability to self-perform trade scopes such as rough carpentry, paving, miscellaneous concrete, logistics, clean-up, etc. with a team of highly-skilled craftsmen. By self-performing, our team will have greater control over the manpower assigned to complete the work expeditiously and with a higher degree of quality. For any work to be self-performed, CORE will submit a proposal in the same manner required of all Trade Partners. It is CCOG/Equalis decision to select the Trade Partners who provide Best Value to the APDM for General Contracting Services projects.



#### 3. BUSINESS OPERATIONS

#### 3.1. Customer Service

**3.1.1. Customer Service Department.** Describe your company's customer service department & operations.

Every CORE employee is customer service driven and dedicated to Client satisfaction. In addition, we have a Client service department that is available 24/7 to assist our Clients. These personnel serve as advocates for the Client and will be in constant communication with the owner from preconstruction through close out and warranty. Each Professional will direct all day-to-day business operations of job order contracts in their state.

They will be accountable for ensuring that CCOG/Equalis members are provided with quality and timely projects, consistent with the specified requirements of the job order contract. They will oversee administrative and job order contract management functions; assist with conformance to safety plans; act as the primary point of contact to ensure job order contract satisfaction; monitor schedule development, cost control, subcontract management, procurement and material expediting, problem resolution, and invoice development and processing. CORE will represent CCOG/Equalis to ensure all warranties on products and services are made available.

# **3.1.2. Quality Control/Quality Assurance.** Describe your company's quality control or quality assurance program.

The APDM for General Contracting Services projects will be built to the plans and specifications and to a quality that exceeds expectations, ensuring no rework will be required. CORE has adopted a three-phase construction Quality Control/Quality Assurance Plan, modeled after the U.S. Army Corps of Engineers' program, as our quality management process. Our dedication to quality results in complete project satisfaction. For us, there is no greater reward than seeing the efforts, labor, and dedication of a unified team come together in a high-quality building that meets the needs of its Owner and occupants. In order to ensure this, CORE will:

- Create and maintain a comprehensive submittal log and manage all submittals
- Manage our proactive Quality Control/Quality

- Assurance Plan
- Conduct pre-installation meetings with Trade Partners (Subcontractors, Suppliers, and Vendors)
- Construct physical mock-ups of critical systems, details and finishes
- Conduct inspections of each installation

Before construction takes place, our project team will prepare Quality Control Manuals specific to each element within the project's scope. These manuals contain Trade Partner contracts, specifications sections, and submittals which will be reviewed by all parties. This ensures that each individual has a thorough understanding of the scope and job to be performed.

Our team will carefully review submitted shop drawings and product data information received from Trade Partners prior to submitting for design review and approval. This will ensure proper materials make it to the jobsite. Before Trade Partners begin installation at the site, they will have a thorough understanding of the true scope of work to be performed, materials to be installed and the expectations of our team to build to the highest in quality standards. CORE will submit our Quality Control/Quality Assuarance Plan to CCOG/Equalis for approval and acceptance prior to beginning any work on the Design Documents.

During construction, the practiced eyes of our construction management team will inspect each installation while it is happening, and numerous inspections will be conducted. These inspections are set in place to ensure safety, fulfillment of schedule, code compliance, and quality assurance and control. Our on-site Sr. Superintendent, Don Wilson, will perform daily inspections of work being put into place.

# PRELIMINARY PUNCH LIST INSPECTIONS AND CORRECTIONS

Prior to requesting Substantial Completion for any portion of the APDM for General Contracting Services projects, CORE will perform a preliminary inspection of all areas and will create and complete a Preliminary Punch List. This process is in addition to the Follow Up Phase activities of our Quality Control/ Assurance Program. Trade Partners will be notified of any omissions or corrections requiring attention and will be required to complete their work satisfactorily.

#### FINAL PUNCH LIST INSPECTIONS AND CORRECTIONS

Following the completion of the Preliminary Punch List inspection and completion of its corrections, all parties will formally review the project (or portions thereof) and develop a Final Punch List of items as part of the Follow Up Phase of our Quality Control/Assurance Program. Trade Partners will be notified in writing and/or by email of any deficiencies, and will be required to provide CORE with written notice once the correction has been made. All work for the documents must be completed within 14 days of notification. Following the completion of all deficiencies documented by the Final Punch List, CCOG/Equalis will be notified that the work is ready for its final inspection.

#### **CORE'S PLAN FOR**

QUALITY CONTROL

#### PREPARATORY PHASE

- Occurs during Preconstruction Phase
- Prior to Trade Partner agreements
- Unique Features of Work Identified
- Quality expectations established

#### **INITIAL PHASE**

- Occurs at onset of construction work
- Generates buy-in from field personnel
- Mock-up construction begins
- Re-enforces quality expectations in the field

#### **FOLLOW-UP PHASE**

- Occurs during Trade Partner's scope of work
- Review of in-place work compared to mock-up
- Third-party inspections performed as necessary
- CORE's Superintendent daily reports includes quality

#### 3.2. Safety

**3.2.1. Repair Safety.** Describe your company's safety program during service and repair work?

Every person at CORE shares a common commitment to our Culture. This shared commitment allows each team member to embrace an unwavering, comprehensive trust in one another and the overall team itself. Built upon this foundation of Team and Trust, we do not leave it to just one person to lead our safety efforts, but instead hold the entire team accountable. CORE empowers every member of our field operations staff to think of themselves as our Safety Team.

CORE utilizes a leading safety management system from Predictive Solutions called SafetyNet on all of our projects. SafetyNet is used to collect and observe data that can assist in predicting and preventing incidents and injuries. CORE employs this system to collect accurate data on a daily basis. Our on-site team inputs safety-related data via their smartphone as they perform inspections.

That data is then synced to the SafetyNet web application where advanced predictive analytics are performed. The results assist CORE in identifying where we are most likely to have a safety incident or injury, then reports and communicates that information to our on-site teams and management. From there, CORE can proactively address any issue and implement corrective measures before an incident occurs. In addition, as CORE continues to collect and utilize safety observation data through Predictive Solutions, our teams are able to identify Trade Partners who best align with our CORE Safety Culture to ensure the safest teams possible on our projects.

# **3.2.2. Construction Safety.** Describe your company's safety program during construction work?

Nothing is more crucial than the safety of our Employees, Building Partners, and Clients. The protection of people, property, and environment is a core value of our business philosophy. Our daily goal is to send everyone home safely, and we plan and manage for that. We recognize we are accountable for protecting people, and develop our safety culture around the importance of this foundational imperative. Because of our dedication to safety, we

2

have maintained our commitment to zero incidents, zero injuries. From our Daily Activity Hazards Analysis (DAHA) reports, to our consistently low Experience Modification Rate (EMR), to our daily site inspections, we act as stewards of safety for the benefit of our Clients, our communities, and our team members.

**3.2.3. Construction Safety.** Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

# of Lost Hours	<b>EMR Ratings:</b>
2021: 0	0.62
2020: 1	0.61
2019: 0	0.68

# 3.3. Customer Set Up; Order & Invoice Processing; Payment

**3.3.1. Customer Set Up.** Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?

We presently have (3) CCOG/Equalis contracts, we implemented a new member spreadsheet & a weekly call with CCOG/Equalis to manage new membership and target members.

**3.3.2. Payment.** What are your standard payment terms? What methods of payment do your company accept?

A signed authorization of CORE's proposal acceptance form or approved purchase order is required before any work can proceed. All invoicing is managed electronically and the project manager assigned to the project will set up the project's accounting requirements based on the Owner's requirements. Full payment is due within 30 days of project completion.

**3.3.3. Financing.** Does your company offer any financing options or programs? If yes, describe the financing options available to Members.

No, CORE does not offer any financing options or programs.

#### 3.4. Bonding & Insurance

**3.4.1. Bonding.** Describe your company's bonding capacity.

CORE is financially qualified to propose on a project of this size, with a single project bonding capacity of \$300 million and an aggregate capacity of \$1.5 billion through Travelers Casualty and Surety Company of America in conjunction with Liberty Mutual Insurance Company.

**3.4.2. Rating.** Is your bonding obtained from a surety with an "A" rating from AM Best?

Our bonding company, Travelers Casualty and Surety Company of America, has an A++ (Superior) rating and their Financial Size Category is XV (\$2 billion or greater).

**3.4.3. Insurance Coverage.** Describe your company's insurance coverage.

Please see the below Sample Certificate of Insurance for our Texas location, we will provide additional Certificate of Insurance as necessary and/or at time of award.

ACORD CER	ΤIF	IC	ATE OF LIA	BIL	ITY IN	SURA	NCE		(MM/DD/YYYY) 23/2022
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE GOOSE NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORCE BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCEE, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cert	ain p	olicies may require an er	ndorse	ment. A stat				
PRODUCER		1-46	9-430-1450		CONTACT NAME:				
Glenn Allen Insurance and Surety	r Bro	kers	, LLC	PHONE	Ewili		FAX (A/C, No	·	
5205 McClellan Dr				E-MAIL ADDRE	99-				
Frisco, TX 75036					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
FT18CO, TX 75036				INSURE	ea · Arch I				11150
INSURED				INSURE	RB: Starr	Indemnity	and Liability Com	pany	38318
CORE Construction Services of Te	xas,	Inc	2.	INSURE	RC: Arch I	ndemnity 1	Insurance Company		30830
6320 Research Rd							Insurance Company		21199
				INSURE					
Frisco, TX 75033				INSURE	RF:				
COVERAGES CER	RTIFIC	CATE	NUMBER: 64575286				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY F						JCY PERIOD			
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORCED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR TYPE OF INSURANCE	IADDL					POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A GENERAL LIABILITY	X	X	41PKG8896113		03/01/22	03/01/23	EACH OCCURRENCE		00,000
X COMMERCIAL GENERAL LIABILITY	1						DAMAGE TO RENTED PREMISES (Ea occurrence)		00,000
CLAIMS-MADE X OCCUR	1						MED EXP (Any one person)	\$10,	
H	1						PERSONAL & ADV INJURY		00,000
	1						GENERAL AGGREGATE		00,000
GEN'L AGGREGATE LIMIT APPLIES PER:	1						PRODUCTS - COMP/OP AGG		00,000
POLICY X PRO-	1						TRODUCTO - COMPTOT AGO	s	,
A AUTOMOBILE LIABILITY	x	х	41PKG8896113		03/01/22	03/01/23	COMBINED SINGLE LIMIT (Ea accident)	c 2 0	00,000
X ANY AUTO	1						BODILY INJURY (Per person)	S 2/0	00,000
ALL OWNED SCHEDULED	1						BODILY INJURY (Per acciden	0 \$	
X HIRED AUTOS X AUTOS AUTOS	1						PROPERTY DAMAGE (Per accident)	\$	
H H	1						(I til account)	s	
B UMBRELLA LIAB X OCCUR			1000584947221		03/01/22	03/01/23	EACH OCCURRENCE	s 10,	000,000
X EXCESS LIAB CLAIMS-MADE							AGGREGATE	s 10,	000,000
DED RETENTION \$	1							\$	
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	П	х	44WCI8946713 (AOS)		03/01/22	03/01/23	X WC STATU- TORY LIMITS OTHER	-	
A ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	x	41WCI8896013 (FL)		03/01/22	03/01/23	E.L. EACH ACCIDENT	\$ 1,0	00,000
(Mandatory in NH)	ll						E.L. DISEASE - EA EMPLOYE	E \$ 1,0	00,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000
D Prof/Poll Liability			CPP0060180-05		03/01/22	03/01/23	\$5M Claim/\$10M Ag	g 250,	000SIR
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICE Evidence of Insurance Only.	LES (	Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
CERTIFICATE HOLDER				CANO	ELLATION				
CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE  SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE  THE EXPRATION DATE THEREOF, MOTICE WILL BE DELIVERED IN  ACCORDANCE WITH THE POLICY PROVISIONS.									
10625 N County Rd				AUTHO	RIZED REPRESE	NTATIVE			
Frisco, TX 75033		υ	SA			Da	will Bunkin		
© 1988-2010 ACORD CORPORATION. All rights reserved.									
© 1988-2010 ACORD CORPORATION. All rights reserved  ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD  fjurney1  44575286									

**3.4.4. EMR.** Provide your company's most current Experience Modification Rating (EMR).

2022 EMR - 0.63

#### 4. PRICING

#### 4.1. Cost Proposal

**4.1.1. Pricing Model.** Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.

RSmeans factor of 1.00 with local cost city index is a proven coefficient that works across the board for CORE and their customers.

**4.1.2. Auditable.** Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.

We are utilizing RSmeans pricing which is updated quarterly.

**4.1.3. Price Change Process.** Provide a description of your process for price changes.

N/A

**4.1.4. Cost Proposal Value.** Which of the following statements best describes the pricing offered included in Bidder's cost proposal.

The prices offered in your Cost Proposal are:

National lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.

□ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.

□ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.

□ not applicable. Please explain below.

**4.1.5 Pricing Miscellaneous Materials.** If your company is utilizing Labor Based Pricing, propose a maximum margin that will be applied to miscellaneous material, as described in Section Two, Part C, Section 5.2j.

**NOTE:** For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing. Click here to enter response.

N/A

**4.1.6. Total Cost of Acquisition.** Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.

N/A



#### 5. GO-TO-MARKET STRATEGY

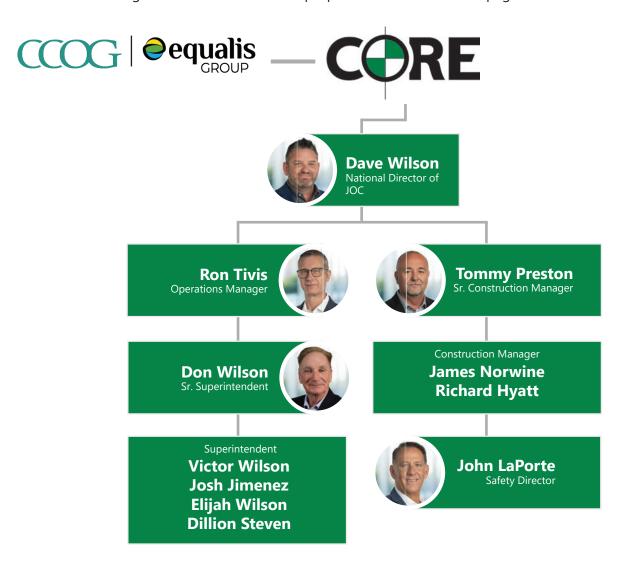
#### 5.1. Bidder Organizational Structure & Staffing of Relationship

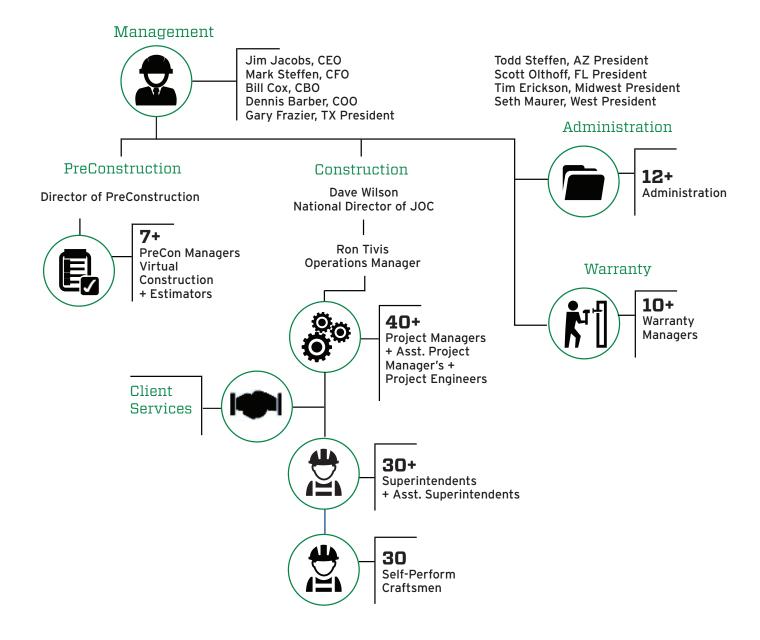
**5.1.1. Key Contacts.** Provide contact information and resumes for the person(s) who will be responsible for the following areas: Indicate who the primary contact will be if it is not the Sales Leader

Executive Contact - Dave Wilson Contract Manager - Ron Tivis Sales Leader - Dave Wilson Reporting Contact - Gina Smith Marketing Contact - Alli Linaman

**5.1.2. Sales Organization.** Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

Please see the below organizational chart and the proposed team resumes on pages 21-24.





#### 5.2. Contract Implementation Strategy & Expectations

**5.2.1. Contract Expectation.** What are your company's expectations in the event of a contract award? **STEP 1** 

#### SIEP I

• Utilize this contract to DB police & fire stations across our regions.

#### STEP 2

- Utilize this contract to procure DB projects here in TX.
- **5.2.2.** Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.

#### STEP 1

- a. CORE will issue an approved, co-branded press release within the first 30 days.
- b. CORE's Communication Department will post the award on our website, Facebook and Twitter accounts.

- c. CORE will mail an announcement of our award to our database of existing Clients and potential Clients.
- d. CORE will work with CCOG/Equalis to create co-branded collateral pieces including a profile sheet to include in our brochures.
- e. CORE will advertise our award in regional and national publications.
- f. CORE regularly participates in over 50 national conferences and trade shows for organizations that support the public sector, and we will promote CORE and CCOG/Equalis at these events.
- g. CORE will establish a dedicated CCOG/Equalis homepage/link on our company website. We will post our due diligence and featured projects on this site, including a summary of contract and services offered. A link to this information will be provided on our brochures as well as our website.

#### STEP 2

CORE will reach out to all Clients who have historically used this type of contract, and proudly notify them of our current standing with CCOG/Equalis APDM General Contracting Services. We will begin to discuss future projects for which CORE can implement this contract. In addition, CORE will seek to provide APDM services to new school districts, municipalities, and all other public Clients.

#### STEP 3

We will immediately promote this contract in our current 20 + offices across the country. In years to follow, as we grow into new markets, we will continue to push the CCOG/Equalis and APDM contract to drive growth. CORE will also seek to enroll in any Equalis training seminars or sessions that are provided. We will hold webbased meetings with representatives in each of our offices to review the terms and conditions as well as to discuss how EQ|APDM works. The goal will be to use the CCOG/Equalis APDM General Contracting Services contract to expand into new markets and expand existing markets by adding new customers.

CORE is also open to advice and suggestions from the CCOG/Equalis APDM General Contracting Services team. In the past, CCOG/Equalis has assisted CORE greatly in both understanding how the contract is to be implemented and how best to drive it.

5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?

Yes, we have sales incentives that will encompass this contract if awarded.

**5.2.4. Sales Objectives.** What are your top line sales objectives in each of the five (5) years if awarded this contract?

YEAR	SALES OBJECTIVE
1	\$10M
2	\$12.5M
3	\$15M
4	\$20M
5	\$20M



EXPERIENCE

26 years of industry experience

CERTIFICATIONS
OSHA 30-Hours
RS Means Certified

# DAVE WILSON NATIONAL DIRECOTR OF JOC

Dave has been in the construction industry for 26 years. As CORE's National Director of JOC, Dave plays an important advisory role and is extremely hands-on with every project. His broad knowledge base and experience in the industry is demonstrated through his strong leadership skills and project performance. He has completed hundreds of projects in higher education, commercial, retail, multi-family, and residential, which has given him an extensive understanding of the many challenges that customers face and the ability to identify creative solutions. Dave will ensure that the team is meeting and/or exceeding all schedule and budget expectations and providing quality services to deliver a successful JOC projects.

**NSERL Laboratory** University of Texas at Dallas

## **UNT Coliseum** *University of North Texas*

Clark Hall Kitchen Renovations University of North Texas

Football Locker Room Renovations
University of North Texas

#### **UNT Monument**

University of North Texas

#### **Quantitative Lab**

University of Texas at Dallas

### **Child Development Lab**

University of North Texas

Student Health Center Renovations
Texas A&M - Kingsville



David Gwie | UT Southwestern Medical Center | 214-648-1224 Cheryl Smith | University of North Texas | 940-565-4365



RON TIVIS
OPERATIONS MANAGER

As Operations Manager, Ron oversees all ongoing site operations on every project. He helps facilitate the roles of all Project Managers, Assistant Project Managers, and Coordinators. Ron is also responsible for managing Superintendents, Laborers, and CORE's Warranty Department from a high level. He tracks, manages, and works to improve the six factors of CORE's Operational Excellence platform: Safety, Quality, Schedule, Cost, Trade Partner performance, and Client satisfaction.

EXPERIENCE

20 years of industry experience

# **EDUCATION**B.A. Management, Northwood University

**UNTHSC Bailey Ave 5th Floor** Renovation

University of North Texas

Power Plant 1 Upgrade & Music & Boynton Utility System Upgrade Stephen F. Austin University

Alumni Drive Reconstruction Stephen F. Austin University

#### Centura Office Space Make Ready Coca Cola Southwest Beverages

Issil Beauty Spa Isabel Batres

Pylant Medical Office - Concrete Slab Repair

Pylant Medical

#### **REFERENCES**

Tara Grenier | Orcutt/Winslow | 214-396-2090 Jason Cave | BR Architects | 214-528-8704



TOMMY PRESTON

SR. CONSTRUCTION MANAGER

As Senior Project Manager, Tommy has over 25 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving CCOG/Equalis's vision and is confident in delivering successful job contracts. Tommy is well-versed on all operations objectives and works efficiently to guarantee adherence to all construction procedures and field duties. He will foster seamless communication with SSC, TAMUS and the Design Team.

**EXPERIENCE** 25 years of industry experience

CERTIFICATIONS OSHA 30-Hours

#### 150+ Projects Completed

Kingsville A&M Campus and A&M International Campus

#### **400 Projects Completed** Texas A&M Corpus Christi

#### **Art Lab Addition** University of Texas at Tyler

100+ Projects Completed Texas A&M University

### **Baseball/Softball Complex** Phases I & II

University of Texas at Tyler

#### **Science Building Renovation** University of Texas at Tyler

**REFERENCES** 

Steven Adcock | Texas Woman's University | P: 940-465-4086

Rachel Epperson | VLK | P: 817-633-1600



# **DON WILSON**

SR. SUPERINTENDENT

As Senior Superintendent, Don is responsible for all on-site activities on the APDM for General Contracting Services projects. He will ensure that any issues that may arise in the field are communicated to all parties and resolved swiftly and efficiently. During preconstruction, Don will assist in scope review, constructability reviews, the preparation of the site logistics plan, and the creation of project schedules. This level of involvement in the preconstruction process will allow the team to hit the ground running once construction begins. During construction, Don will be responsible for managing all on-site Trade Partners and will ensure that your projects are built on or ahead of schedule and to CORE's highest standards of Operational Excellence.

**EXPERIENCE** 

35 years of industry experience

## **CERTIFICATIONS**

OSHA 30-Hours NAVFAC QCM Certified

### **ASU EDC HVAC and Roofing** Replacement

Arizona State University

### **ASU Sun Devil Fitness Complex Skylight Replacement**

Arizona State University

**ASU ECB Rooftop HVAC Replacement** Arizona State University

#### Horizon High School Locker Room Renovations

Paradise Valley Unified School District

#### Paradise Valley High School Locker **Room Renovations**

Paradise Valley Unified School District

#### **REFERENCES**

Marion Singelton | Arizona State University | P: 480-205-7297 Les Thompson | Paradise Valley School District | P: 602-494-0800



**EXPERIENCE** 28 years of industry experience

**EDUCATION** U.S. Army

## JOHN LAPORTE

SAFETY DIRECTOR

As CORE's Safety Director, John is committed to the safety of each person on-site. He oversees all processes and procedures in place, from project planning through warranty and close out, to ensure that safety is at the forefront of every phase of every project. John will be CORE's Safety Director for contracting operations, tradesmen safety, and Trade Partner compliance. He provides on-site management to enforce OSHA and CORE safety requirements and best practices.

CERTIFICATIONS: OSHA Certified (500 & 510 Hours), USACE Construction Quality Management for Contractors, AGC Safety Leadership Course, ASSE CHST Preparatory, D.O.S.H. Underground Safety Representative, American Red Cross First Aid and CPR/AED Certified, Construction Health & Safety Technician Certification (CHST)

#### **ACU Residence Halls**

Abilene Christian University

**Owen Arts & Greer Garson Theatre** Southern Methodist University

**Collin College Public Safety Training Facility** 

Collin College

**TWU Fitness Center** 

Texas Woman's University

**Pennington Student Achievement** Center

University of Nevada, Reno

**Center for Theatre and Dance** Millikin University

**Great Basin Hall** 

University of Nevada, Reno

**Dandini Sports and Health Complex** Truckee Meadows Community College

## **CONSTRUCTION MANAGERS**

CORE's Construction Managers will be devoted to serving CCOG/Equalis's vision, and delivering successful projects. They are well-versed on all operations objectives, and work efficiently to guarantee adherence to all construction procedures and field duties. They will manage daily project progress, effectively communicating with all parties to ensure that each project is completed on time, within budget, and at the highest quality.



#### JAMES NORWINE

Certifications: OSHA 30-Hour | CPR/First Aid

Years in Industry: 8 years

Experience: Smithfield Middle School Gymnasium | Birdville ISD

Reference: Ryan Brantley | Komatsu | P: 817-710-1388



#### RICHARD HYATT

Certifications: OSHA 30-Hour | CPR/First Aid

Years in Industry: 7 years

Experience: Power Plant 1 Upgrade | Stephen F. Austin University

Reference: Jessica DeWitt | Stephen F. Austin | P: 936-468-4807





## SUPERINTENDENTS

CORE's Superintendents will be responsible for all daily site supervision, coordination, and scheduling of all Trade Partners throughout construction and close out. They excel in problem solving and are proactive in the management of jobsite activities. They will provide hands-on skills and leadership in the field, serving as the liaison to our Trade Partners and ensuring all projects are completed to the highest quality standards and in a safe, efficient manner.



#### **ELIJAH WILSON**

Certifications: OSHA 30-Hour | CPR/First Aid

Years in Industry: 10 years

Experience: Sidewalk Foundation Repair | Collin College

Reference: Sterling Roberts | Pipe and Supply | P: 310-613-7241





#### VICTOR WILSON

Certifications: OSHA 30-Hour | RS Means Certified | CPR/First Aid

Years in Industry: 30 years

Experience: Sage Hall 2nd Floor Upgrades | University of North Texas Reference: James Calaway | University of North Texas | P: 940-369-8222





**DILLION STEVEN** 

Certifications: OSHA 10-Hour | CPR/First Aid

Years in Industry: 1 year

Experience: Preston Center Branch | Simmons Bank

Reference: Andy Reynolds | Texas Bank and Trust | P: 903-241-0400





JOSH JIMENEZ

Certifications: OSHA 10-Hour | OSHA 30-Hour | CPR/First Aid

Years in Industry: 23 years

Experience: Bishop Landing | University of Oklahoma

Reference: David Mayfield | Tarrant CCD | P: 817-515-6860





#### 6. ADMIN & FEE & REPORTING

#### 6.1. Admin & Fee & Reporting

**6.1.1. Administrative Fee**. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two point twenty-five percent (2.25%) based on the terms disclosed in the Attachment A – Sample Administration Agreement.

■ Agree to proposed Administrative Fee

□ Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.

**6.1.2. Sales & Administrative Fee Reporting.** Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

CORE agrees to meet the above mentioned reporting requirement.

**6.1.3. Self-Audit.** Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

We currently complete a two step internal review of all proposals, including unit book proposals to verify coefficient and line-item compliance. We also utilize the "PQN" portal on Equalis.com to guarantee accuracy on all projects/admin fee..





# ALTERNATIVE PROCUREMENT DELIVERY METHODS (APDM) FOR GENERAL CONTRACTING SERVICES

RFP # COG-2132 | REQUIRED FORMS

MAY 19, 2022 @ 3PM | *ELECTRONIC* 



# PROPOSAL FORM 3 DIVERSITY VENDOR CERTIFICATION PARTICIPATION

### **PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

<u>Diversity Vendor Certification Participation</u> - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged usiness 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: List certifying agency:	Yes	XNo
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE") Respondent certifies that this firm is a SBE or DBE: List certifying agency:	Yes	XNo
c.	Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE: List certifying agency:	Yes	XNo
d.	Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB: List certifying agency	Yes	XNo
e.	Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone: List certifying agency:	Yes	XNo
f.	Other Respondent certifies that this firm is a recognized diversity certificate holder: List certifying agency:	Yes	XNo

### **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

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 Bidder to provide the products and services included in their proposal which can include, 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

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

(The rest of this page is intentionally left blank)

State	License Class	License No.
Alabama	ВС	46946
Arizona	B-01	069786
Arizona	А	110343
Arizona	В	199920
California	В	954885
Colorado	N/A	No License Required
Florida	CGC	1516489
Florida	CGC	43320
Georgia	GCQA	003427; 003325
Georgia	GCQA	A003334; A003437
Iowa	N/A	None Required
Idaho	RCE	41083
Idaho	Unlimited	025816
Illinois	N/A	None Required
Indiana	N/A	Registered Public Works Contractor
Louisiana	N/A	54378; 884216; 250681
Michigan	N/A	No License Required
Mississippi	N/A	21807-MC
Missouri	N/A	No License Required
North Carolina	Unlimited	77604
Nevada	Corporation	0077142; 0006144A
New Mexico	GB98	372635
Ohio	N/A	No License Required
Oklahoma	N/A	No License Required
South Carolina	Unlimited	G120463
Tennessee	Unlimited	00067481
Texas	N/A	No License Required
Utah	B100	8530400-5501
Washington	CC-01	CORECCM820JK
Wisconsin	N/A	None Required

## PROPOSAL FORM 4 CERTIFICATIONS AND LICENSES









### OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

#### CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CORE Construction, Inc.

is an entity formed or registered under the law of Arizona , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191856593.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/24/2019 that have been posted, and by documents delivered to this office electronically through 10/25/2019 @ 11:24:30.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/25/2019 @ 11:24:30 in accordance with applicable law. This certificate is assigned Confirmation Number 11876670 .



Jena Muswall
Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.soc.state.co.us/bis/Certificate/search/Criteria.do entering the certificate is confirmation materials adapted on the certificate, and following the instructions displayed: Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.soc.state.co.us/click\*\*—Businesses, rendermarks, ruda enames," and select "Propuently Asked Questions."

## PROPOSAL FORM 4 CERTIFICATIONS AND LICENSES

### State of Indiana Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

#### CORE CONSTRUCTION INDIANA, LLC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on April 17, 2013, and was in existence or authorized to transact business in the State of Indiana on June 10, 2016.

I further certifiy this Domestic Limited Liability Company has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place.

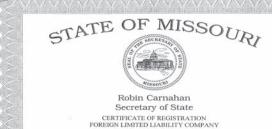


In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 10, 2016

Corrie Lauron

CONNIE LAWSON

2013041700396 / 201633502 Verify this certificate:https://bsd.sos.in.gov/ValidateCertificate 1/26/22, 10:33 AM CORE CONSTRUCTION SERVICES, L.L.C. Details Louisiana State Licensing Board for Contractors Contractor Information Business Name CORE CONSTRUCTION SERVICES, L.L.C.
Mailing Address 6320 Research Road
Frisco, TX 75033 Active Licenses Classifications Qualifying Party BUSINESS AND LAW Dennis Matthew Hoffma BUSINESS AND LAW Lucas Schutte MOLD REMEDIATION CONTRACTOR RESIDENTIAL BUILDING CONTRACTOR



WHEREAS,

WALTON CONSTRUCTION-A CORE COMPANY, LLC FL1086037

Using in Missouri the name

WALTON CONSTRUCTION-A CORE COMPANY, LLC

and existing under the laws of the State of Louisiana has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of buthority vested in me by Jaw, do hereby certify and declare that on the 15th day of September, 2010, the above Foreign Limited Liability Company is doly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereun set my hand and cause to be affixed the GREAT SEAL of the State of Missouri Done at the City of Jefferson, this 15th day of September, 2010.



OS #00 (01-0005)

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW SEMINAR



Jose A. Esparza

Lucas Schutte

#### Office of the Secretary of State

#### Certificate of Fact

The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for Core Construction Services of Texas, Inc. (file number 116978900), a Domestic For-Profit Corporation, was filed in this office on October 18, 1990.

It is further certified that the entity status in Texas is in existence

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 28, 2021.



Jose A. Esparza
Deputy Secretary of State

### **PROPOSAL FORM 4 CERTIFICATIONS AND LICENSES**





Division of Occupational and Professional Licenses Department of Self Governing Agencies The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n) REGISTERED ENTITY CONTRACTOR

CORE CONSTRUCTION SERVICES OF NEVADA INC SETH MAURER, ET AL 7150 CASCADE VALLEY COURT LAS VEGAS NV 89128

Kussell S. Barron

RCE-41083

01/14/2022 Expires

STATE OF UTAH DEPARTMENT OF COMMERCE **ACTIVE LICENSE Core Construction Services of Nevada** Inc 7150 CASCADE VALLEY CT LAS VEGAS NV 89128 EFFECTIVE 11/30/2015 EXPIRATION 11/30/2023



I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

Entity Name:

CORE CONSTRUCTION, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS CORE CONSTRUCTION MANAGEMENT

File Number: C3311003

Registration Date: Entity Type:

08/06/2010 FOREIGN STOCK CORPORATION

ARIZONA

ACTIVE (GOOD STANDING)

As of October 3, 2020 (Certification Date), the entity is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, ess activities or practices of the entity.



IN WITNESS WHEREOF. I execute this certificate and affix the Great Seal of the State of California this day of October 4, 2020.

Certificate Verification Number: RM8WAMR

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at behavior of some confidence of the Certification Verification (Verification Verification) and the Certification Verification (Verification Verification) and the Certification Verification (Verification Verification Ve



#### NEVADA STATE BUSINESS LICENSE

CORE West, Inc.

Nevada Business Identification # NV19861002524 Expiration Date: 02/28/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada. Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the

provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business

license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202201062288082 You may verify this certificate

online at http://www.nvsos.gov

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/06/2022.

Borbara K. Cegarste

BARBARA K. CEGAVSKE

## PROPOSAL FORM 5 UNRESOLVED FINDINGS FOR RECOVERY

#### PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under O.R.C. Chapter 9.24 prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.						
Is your company the subject of any unresolved findings for recoveries?  ☐ Yes ☐ No						

#### **PROPOSAL FORM 6: MANDATORY DISCLOSURES**

#### 1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

#### 2. Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

## PROPOSAL FORM 7 MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

#### PROPOSAL FORM 7: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature** on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.

I, Mark Steffen, hereby certify and affirm that <u>CORE Construction</u>, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

#### AND

- I, Mark Steffen, hereby certify and affirm that <u>CORE Construction</u>, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:
- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

#### <u>AND</u>

I, Mark Steffen, hereby certify and affirm that <u>CORE Construction</u>, is not on the list established by the Ohio Secretary of State, pursuant to <u>ORC Section 121.23</u>, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

#### AND

I, Mark Steffen, hereby certify and affirm that <u>CORE Construction</u> either is not subject to a finding for recovery under <u>ORC Section 9.24</u>, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Mark Steffen, hereby affirm that this proposal accurately represents the capabilities and qualifications of <u>CORE Construction</u>, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

#### PROPOSAL FORM 8: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is 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.

Authorized signature:

Printed Name: Mark Steffen

Company Name: CORE Construction

6320 Research Road, Frisco, TX

Mailing Address: 75033

Email Address: marksteffen@ccg-services.com

Job Title: CFO

## PROPOSAL FORM 9 DEBARMENT NOTICE

#### **PROPOSAL FORM 9: DEBARMENT NOTICE**

I, the Bidder, 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.

Respondents Name: Mark Steffen

Mailing Address: 6320 Research Road, Frisco, TX

75033

Signature

Title of Signatory: CFO CFO

## PROPOSAL FORM 10 LOBBYING CERTIFICATION

#### **PROPOSAL FORM 10: LOBBYING CERTIFICATIONS**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>Section 1352, Title 31, U.S. Code</u>. 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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

Date: May 19, 20

## PROPOSAL FORM 11 CONTRACTOR CERTIFICATION REQUIREMENTS

#### **PROPOSAL FORM 11: CONTRACTOR CERTIFICATION REQUIREMENTS**

#### 1. 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 Bidder 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 CCOG Participating entities in which work is being performed.

#### 2. 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.

Signature:

Date:

May 19, 2022

#### **PROPOSAL FORM 12: BOYCOTT CERTIFICATION**

Bidder 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.

Does Bidder agree?

(Initials of Authorized Representative)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

#### 1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree?

(Initials of Authorized Representative)

#### 2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree?

(Initials of Authorized Representative)

#### 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree?

Initials of Authorized Representative

#### 4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree?

(Initials of Authorized Representative)

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree?

(Initials of Authorized Representative)

#### 6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree?

nitials of Authorized Representative)

#### 7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree?

(Initials of Authorized Representative

#### 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree?

(Initials of Authorized Representative)

#### 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree?

Initials of Authorized Representative

#### 10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree?

(Initials of Authorized Representative)

#### 11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree?

(Initia)s of Authorized Representative)

#### 12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree?

Initials of Authorized Representative)

#### 13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree?

(Initials of Authorized Representative)

#### 14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree?

(Initials of Authorized Representative)

#### 15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree?

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Mark Steffen Printed Name: **CORE Construction** Company Name:

6320 Research Road, Frisco, TX 75033 Mailing Address:

<u>CFO</u> Job Title:

#### **PROPOSAL FORM 14: 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"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG 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. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG 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 upon 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 CCOG 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

### **PROPOSAL FORM 14** ARIZONA CONTRACTOR REQUIREMENTS

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, CCOG and CCOG 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.

Does Bidder agree?

(Initials of Authorized Representative)

Date: \_ May 19, 2022

In the event the Awarded Suppliers desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that would need to be completed so that the public agency is in compliance with local requirements for working with a supplier through a cooperative contract.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

#### A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Mark Steffen

Company Name:

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.

Street:	6320 Research Road							
City, State, Zip Code:	Frisco, TX 75033	Frisco, TX 75033						
Complete as appropriate	<u>e:</u>							
I, Click or tap here to e	ntertext., certify that I am	the sole owner of Click ort	ap here to enter text, that there are					
	ness is not incorporated, and							
OR:								
a list of all individual par partners is itself a corpor	tners who own a 10% or gre ation or partnership, there is	ater interest therein. I furth also set forth the names and	, do hereby certify that the following is er certify that if one (1) or more of the I addresses of the stockholders holding greater interest in that partnership.					
OR:		, ,	, ,					
list of the names and ad further certify that if one the names and addresse	dresses of all stockholders ir (1) or more of such stockhold	n the corporation who own 1 ders is itself a corporation or	lo hereby certify that the following is a 1.0% or more of its stock of any class. I partnership, that there is also set forth ation's stock or the individual partners					
(Note: If there are no pa	artners or stockholders own	ing 10% or more interest, in	dicate none.)					
Name	Address		Interest					

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

Signature:

Date:

B. Non-Collusion Affidavit

Bidder Name: CORE Construction

Street Address: 6320 Research Road

City, State Zip: Frisco, TX 75033

State of New Jersey

County of COLLIN

I, Mark Steffen of the Frisco in the County of Collin, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the CFO of the firm of CORE Construction the Bidder 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

Authorized

signature:

Job Title:

Subscribed and sworn before me

this 19th day of May , 20 22

Milissa Partida McDonald

Notary Public of Texas

My commission expires 9/11 ,  $20_{23}$ 

MELISSA PARTIDA McDONALD
Notary Public State of Texas
Comm. Expires 09-11-2023
Notary ID# 12538217-8

#### C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: **CORE Construction** Street Address: 6320 Research Road Frisco, TX 75033 City, State, Zip Code:

#### **Bid Proposal Certification:**

Indicate below your compliance with New Jersey 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)

#### Suppliers must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
- 2. A photo copy of their <u>Certificate of Employee Information Report</u>
- 3. A complete Affirmative Action Employee Information Report (AA302)

#### <u>Public Work - Over \$50,000 Total Project Cost:</u>

🖾 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

□ Approved Federal or New Jersey 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.

Authorized Signature: Title of Signatory: May 19, 2022 Date:

P.L. 1995, c. 127 (N.J.A.C. 17:27) 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 N.J.A.C. 17:27-5.2 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 N.J.A.C. 17:27-5.2 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 it 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 New Jersey 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 New Jersey, 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

#### D. 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. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- 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. 19:44A-20.7).
- 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 Forms" "County PCD link on the Pay-to-Play web https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html 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.
  - 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 at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose

- 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
  - o of that county in which that public entity is located
  - o 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. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 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 New Jersey 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. 19:44A-20.26(b)] 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.

 $^{1}$  N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Nar	ne:		CORE Cor	struction						
Address: 6320 Research Road										
City:	Frisc	-risco			State: TX		Zip:75033	Zip:75033		
					20.26 and as repr			d herein represents s accompanying this		
Signature o	f Vendor			Printed Na	me		Title			
contribution:								reportable political		
_	entities l	isted o	on the forr		the local unit.	is prior to subir	nission to the	e committees of the		
_	entities l ere if disc	isted o	on the forr	n provided by	the local unit.	Date		Amount		
Check he	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.					
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			
Contributo	entities l ere if disc	isted o	on the forr	n provided by ed in electron	the local unit.		Dollar			

List of Agencies with Elected Officials Req N.J.S.A. 19:44A-20.26 County Name:	uired for Political Contril	oution Disclosure						
State: Governor, and Legislative Leadershi	p Committees							
Legislative District #s:								
State Senator and two members of the General Assembly per district.								
County:								
Freeholders	County Clerk	Sheriff						
{County Executive}	Surrogate							
Municipalities (Mayor and members of governing body, regardless of title):								
USERS SHOULD CREATE THEIR OWN FO BASED, CUSTOMIZABLE FORM.	RM, OR DOWNLOAD FI	ROM <u>www.nj.gov/dca/lgs/p2p</u> <b>a county-</b>						
E. <u>Stockholder Disclosure Certification</u>	2							
Name of Business:								
	☐ 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 of the		issued and outstanding stock of the undersigned.						
Check the box that represents the type of	business organization:							
☐ Partnership								
☐ Sole Proprietorship								
☐ Limited Partnership								
☐ Limited Liability Corporation								
☐ Limited Liability Partnership								
☐ Subchapter S Corporation								
Sign and notarize the form below, and, if necessary, complete the stockholder list below.								
Stockholders:								
Name: Stockholder Name	Nan	ne: Stockholder Name						
Home Address:	Hor	ne Address:						
Home Address		ne Address:						
Home Address								
Name: Stockholder Name	Nan	ne: Stockholder Name						

### **PROPOSAL FORM 16** GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

#### PROPOSAL FORM 16: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement: XWe 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:

Click or tap here to enter text.

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

### **PROPOSAL FORM 17 EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION**

#### PROPOSAL FORM 17: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. Attachment A - Sample Administration Agreement defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

$\boxtimes$	Bidder	agrees	to all	terms	and	conditions	outlined	in the	<b>Attachment</b>	A - S	Sample	<b>Administ</b>	tration
Agreem	nent.												
	Riddor	wichoc.	to noo	otista	dirac	tly with Eau	alic Groun	on to	rms and cond	ition	coutling	d in tha	amplo

Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

#### **PROPOSAL FORM 18: MASTER AGREEMENT SIGNATURE FORM**

#### BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED **FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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 Bidder 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.

Compa	any Name	CORE Construction							
Addre	SS	6320 Research Road							
City/St	tate/Zip	Frisco, TX 75033							
Phone	Number	972-668-9340							
Email /	Address	marksteffen@ccg-services.com							
Printe	d Name	Mark Steffen							
Job Tit	le	CFO							
Autho	rized Signature	Much S	_						
Initial T	erm of the Mast	er Agreement							
Contrac	ct Effective Date:	July 1, 2022							
Contrac	ct Expiration Date	e: June 30, 2026							
Contrac	ct Number:	COG-2132A							
		( <b>Note</b> : Contract Number countersigning.)	r will be ap	plied prior to CCOG and Equalis Group					
The Cod	operative Council	of Governments, Inc.	Equalis	Group, LLC.					
	ochran Road, Suit		5550 Granite Parkway, Suite 298						
Clevela	nd, Ohio 44139		Plano, T	exas 75024					
Ву:	Scott A. Morga Scott A. Morgan (Jun 8, 2022 1	5:12 EDT)	Ву:	Tic Merkle					
Name:	Scott A. Morga	n	Name:	Eric Merkle					
As:	CCOG Board Pr	esident	As:	SVP, Procurement & Operations					
Date:	Jun 8, 2022		Date:	Jun 8, 2022					

# RFP - CCOG APDM (RFP Response - CORE) - reduced

Final Audit Report 2022-06-08

Created: 2022-06-08

By: David Robbins (drobbins@equalisgroup.org)

Status: Signed

Transaction ID: CBJCHBCAABAA80n0NjN0e4WjODzCYFkPYGDd5jsxEWTs

## "RFP - CCOG APDM (RFP Response - CORE) - reduced" History

- Document created by David Robbins (drobbins@equalisgroup.org) 2022-06-08 6:27:38 PM GMT- IP address: 23.126.70.39
- Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature 2022-06-08 6:29:15 PM GMT
- Email viewed by Eric Merkle (emerkle@equalisgroup.org)
  2022-06-08 6:42:33 PM GMT
- Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
  Signature Date: 2022-06-08 6:43:04 PM GMT Time Source: server
- Document emailed to Scott A. Morgan (smorgan@cuyahogalibrary.org) for signature 2022-06-08 6:43:07 PM GMT
- Email viewed by Scott A. Morgan (smorgan@cuyahogalibrary.org) 2022-06-08 7:11:33 PM GMT
- Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
  Signature Date: 2022-06-08 7:12:11 PM GMT Time Source: server
- Agreement completed. 2022-06-08 - 7:12:11 PM GMT