

## **PROPOSAL FORM CHECKLIST**

**The following documents must be submitted with the Proposal**

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

### **TECHNICAL PROPOSAL**

- Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

### **OTHER REQUIRED PROPOSAL FORMS:**

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Mandatory Supplier & Proposal Certifications**
- Proposal Form 8: Clean Air Act & Clean Water Act**
- Proposal Form 9: Debarment Notice**
- Proposal Form 10: Lobbying Certification**
- Proposal Form 11: Contractor Certification Requirements**
- Proposal Form 12: Boycott Certification**
- Proposal Form 13 Federal Funds Certification Forms**
- Proposal Form 14: Arizona Contractor Requirements**
- Proposal Form 15: New Jersey Requirements**
- Proposal Form 16: General Terms and Conditions Acceptance Form**
- Proposal Form 17: Equalis Group Administration Agreement Declaration**
- Proposal Form 18: Master Agreement Signature Form**

*(The rest of this page is intentionally left blank)*

# PROPOSAL FORM 1: TECHNICAL PROPOSAL

<b>1. OVERVIEW &amp; QUALIFICATIONS</b>									
<b>1.1. Company Information</b>									
<b>1.1.1. Company Name:</b>	F.H. Paschen, S.N. Nielsen & Associates LLC								
<b>1.1.2. Corporate Street Address:</b>	5515 N East River Road, Chicago, IL 60656								
<b>1.1.3. Remittance Address:</b>	5515 N East River Road, Chicago, IL 60656								
<b>1.1.4. Main Telephone Number:</b>	773-444-3474								
<b>1.1.5. Website:</b>	www.fhpaschen.com								
<b>1.1.6. Formation.</b> 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.	The Paschen family of companies has been in construction since 1906. F.H. Paschen, S.N. Nielsen & Associates LLC was organized in 2003.								
<b>1.1.7. Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	<input type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure. <input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners. <input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal. <input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals. <input checked="" type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.								
	Limited Liability Company								
<b>1.1.8. Federal Tax ID# or Social Security #:</b>	36-4518443								
<b>1.1.9. Primary Point of Contact.</b> Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Contact Name:</td> <td style="padding: 2px;">Leo Wright</td> </tr> <tr> <td style="padding: 2px;">Title:</td> <td style="padding: 2px;">Senior Vice President</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td style="padding: 2px;">(773) 444-3474</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td style="padding: 2px;">LWright@fhpaschen.com</td> </tr> </table>	Contact Name:	Leo Wright	Title:	Senior Vice President	Phone:	(773) 444-3474	E-Mail Address:	LWright@fhpaschen.com
Contact Name:	Leo Wright								
Title:	Senior Vice President								
Phone:	(773) 444-3474								
E-Mail Address:	LWright@fhpaschen.com								
<b>1.1.10. Authorized Representative.</b> 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.,	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Contact Name:</td> <td style="padding: 2px;">Leo Wright</td> </tr> <tr> <td style="padding: 2px;">Title:</td> <td style="padding: 2px;">Senior Vice President</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td style="padding: 2px;">(773) 444-3474</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td style="padding: 2px;">LWright@fhpaschen.com</td> </tr> </table>	Contact Name:	Leo Wright	Title:	Senior Vice President	Phone:	(773) 444-3474	E-Mail Address:	LWright@fhpaschen.com
Contact Name:	Leo Wright								
Title:	Senior Vice President								
Phone:	(773) 444-3474								
E-Mail Address:	LWright@fhpaschen.com								

provide the following information on each such representative and specify their function).		
<b>1.2. Financial Strength &amp; Legal Considerations</b>		
<b>1.2.1. Financial Strength.</b> 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.	See attached banking letter.	
<b>1.2.2. Bankruptcy &amp; Insolvency.</b> 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.	None.	
<b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	<p>F.H. Paschen, S.N. Nielsen &amp; Associates, LLC (F.H. Paschen) is a large general contractor that has encountered claims, litigation and other proceedings in the ordinary course of business that have no impact on F.H. Paschen's financial position or ability to perform the work contemplated by the Owner.</p> <p>F.H. Paschen's construction claims are typically mechanics lien cases, arising from payment-related disputes, to which F.H. Paschen has defenses and counterclaims. There are also personal injury suits and property damage cases pending that are adequately covered by insurance and are being defended by counsel approved by F.H. Paschen's insurers. F.H. Paschen provides defense and indemnification to project owners. F.H. Paschen has no outstanding judgments.</p>	
<b>1.3. Industry Qualifications</b>		
<b>1.3.1. Industry Experience.</b> 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?	F.H. Paschen, S.N. Nielsen & Associates LLC has been providing general contracting, design build, construction management, and job order contracting services since 2003. 100% of revenue in the last three years was generated from these services.	

<p><b>1.3.2. Geographic Reach.</b> Describe your company’s service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>F.H. Paschen, S.N. Nielsen &amp; Associates LLC operates through our offices across the country in states such as Illinois, Indiana, Michigan, Washington, D.C., Florida, Georgia, Texas, and is willing to perform in areas outside of described geographic reach.</p>
<p><b>Certifications and Licenses.</b> 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?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b>Proposal Form 5 - Certifications and Licenses.</b></p>	<p>See attached list of state licenses/registrations.</p>
<p><b>1.4. Public Sector Experience</b></p>	
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products &amp; 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?</p>	<p>F.H. Paschen provides IDIQ / Job Order Contracting services for the following agencies and the associated states, listed below are contracts that are active:</p> <p>NCPA – April 2018 through April 2023, Received \$2,106,707 in the last three years.</p> <p>Sourcwell Georgia – April 2020 through 2024, received \$32,762,590 in Purchase Orders since 2020.</p> <p>Contracts in development/scoping numerous projects:</p> <p>Sourcwell – Virginia – Jan. 2021 through 2025</p> <p>Region 10/Equalis TX- May 2021 through 2025</p> <p>Sourcwell Maryland – June 2021 through 2025</p> <p>Equalis Ohio – July 2021 through 2025</p> <p>Sourcwell Ohio - Nov. 2021 through 205</p> <p>Sourcwell Florida – Dec. 2021 through 2025</p>

<p><b>1.4.2. Education Success.</b> 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 &amp; school districts and high education)?</p>	<p>\$101 Million 14% of 2021 annual revenue</p>
<p><b>1.4.3. Government Success.</b> 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)?</p>	<p>\$382 Million 53% of 2021 annual revenue</p>
<p><b>1.4.4. Public Sector Strategic Growth Plan.</b> 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?</p> <p>What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?</p> <p><b>NOTE:</b> 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.</p>	<p>It is difficult to draw a line between when initial marketing stops and market share increases begin. Every component of our Marketing Program described in our marketing strategy continues through the duration of the contract. There are always new opportunities to be of service to members, so we never rest our outreach efforts.</p> <p>2021 Education - \$101 million Gov - \$382 million Gov/education – 67% of total annual revenue</p> <p>2020 Education - \$99 million Gov - \$342 million Gov/education – 60% of total annual revenue</p> <p>2019 Education – \$54 million Gov - \$264 million Gov/education – 47% of total annual revenue</p>
<p><b>1.4.5. Customer References.</b> 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:</p> <p>a. Customer contact person and their title, telephone number, and email address;</p>	<p>Please see attached customer references.</p>

<p><b>b.</b> A brief description of the products and services provided by your company;</p> <p><b>c.</b> Customer relationship starting and ending dates; and,</p> <p><b>d.</b> Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p>	
---	--

## 2. Products & Services

### 2.1. PRODUCTS & SERVICES

<p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><b>IMPORTANT.</b> This description along with the products and services included in the <b>Attachment B – Cost Proposal</b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>F.H. Paschen works with public and private clients in industry sectors which include aviation, transit, education, health care, recreation, and roads/bridges. Currently, we have 71 active JOC contracts across the country for federal, state, and local governments. F.H. Paschen has 12 offices in 8 states across the country. In 2021, F.H. Paschen completed over \$500 million in projects as General Contractor, \$26 million as Construction Manager, and \$101 million as Design-Builder.</p>
--	---

<p><b>2.1.2. Subcontractors &amp; Affiliates.</b> 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.</p>	<p>F.H. Paschen will take the following steps to qualify and evaluate our potential subcontractors.</p> <ul style="list-style-type: none"> <li>• Each subcontractor will be required to complete a prequalification form to gauge capacity, responsibility, and capability.</li> <li>• Bidders must confirm, in writing, that they understand and can meet the contract requirements if awarded.</li> </ul>
---	---

<p><b>2.1.3. Differentiators.</b> Describe what differentiates your company’s products and services from your competitors.</p>	<p>Our team has unparalleled knowledge and experience with project management, and we bring this expertise to every contract and work order, no matter the size.</p>
--	--

### 2.2. Additional Services

<p><b>2.2.1. Additional Services.</b> 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.</p>	<p>F.H. Paschen has achieved great success in the sales, marketing and delivery of cooperative contracting services. We are actively servicing several governmental agencies nationwide. The ability to navigate the government process has been critical to the growth of this program for our company. F.H. Paschen understands the needs of our clients and has developed our delivery process to meet the demands of municipalities, school districts, housing authorities, park districts, transit authorities and</p>
---	---

	airports, among others. This experience has provided our team with the portable skills to quickly assess a variety of workplace environments and political landscapes.
<b>2.3. Value Add</b>	
<b>2.3.1. Additional Offering.</b> 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.	Please see above response to 2.2.1.
<b>3. <u>Business Operations</u></b>	
<b>3.1. Customer Service</b>	
<b>3.1.1. Customer Service Department.</b> Describe your company's customer service department & operations.	F.H. Paschen does not have a customer service department.
<b>3.1.2. Quality Control/Quality Assurance.</b> Describe your company's quality control or quality assurance program.	F.H. Paschen's Three-Phase Quality Control/ Assurance approach is modeled after a similar program the U.S. Army Corps of Engineer's Quality Control has used for over 40 years. This approach encourages supervisors at all levels to do the following: <ul style="list-style-type: none"> <li>• Identify key portions of the work.</li> <li>• Develop a realistic and safe plan to achieve the desired results before work begins.</li> <li>• Communicate the plan with the workers performing the tasks and get their feedback.</li> <li>• Provide written and photo documentation of processes and results to confirm compliance with contract requirements.</li> </ul> The program also includes routine internal and third-party audits, which confirm compliance with the program and identify areas for improvement. It also includes a robust training program with supervisors who hold U.S. Army Corps of Engineers Construction Quality Management Certification.
<b>3.2. Safety</b>	
<b>3.2.1. Repair Safety.</b> Describe your company's safety program during service and repair work?	Please see attached.
<b>3.2.2. Construction Safety.</b> Describe your company's safety program during construction work?	Please see attached.

<p><b>3.2.3. Construction Safety.</b> Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.</p>	<p>2021 EMR - .74 Lost Time Incidents - None</p>
<p><b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b></p>	
<p><b>3.3.1. Customer Set Up.</b> 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?</p>	<p>If the member has not been a customer previously, F.H. Paschen will assign a vendor number and work with the customer to provide guidance on pricing and project management/ accounting procedures and requirements.</p>
<p><b>3.3.2. Payment.</b> What are your standard payment terms? What methods of payment do your company accept?</p>	<p>Our standard terms of payment are net 30 days. F.H. Paschen accepts check and electronic payments.</p>
<p><b>3.3.3. Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>N/A</p>
<p><b>3.4. Bonding &amp; Insurance</b></p>	
<p><b>3.4.1. Bonding.</b> Describe your company's bonding capacity.</p>	<p>Please see attached Bonding Letter.</p>
<p><b>3.4.2. Rating.</b> Is your bonding obtained from a surety with an "A" rating from AM Best?</p>	<p>Please see attached Bonding Letter.</p>
<p><b>3.4.3. Insurance Coverage.</b> Describe your company's insurance coverage.</p>	<p>Please see attached certificate of insurance.</p>
<p><b>3.4.4. EMR.</b> Provide your company's most current Experience Modification Rating (EMR).</p>	<p>2021 EMR - <u>.74</u></p>
<p><b>4. PRICING</b></p>	
<p><b>4.1. Cost Proposal</b></p>	
<p><b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>F.H. Paschen shall utilize the RS Means Construction Task Catalog. This model works extremely well for National Contracts. The catalog can be adjusted based on the City Cost Index across the Country.</p>
<p><b>4.1.2. Auditable.</b> 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.</p>	<p>The cost proposals are itemized identifying each task within the scope of work and the discount given with the Coefficient and the City Cost Indent Adjustment.</p>



<p><b>4.1.3. Price Change Process.</b> Provide a description of your process for price changes.</p>	<p>Pricing changes shall be accomplished through the Construction Task Catalog.</p>
<p><b>4.1.4. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input checked="" type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>Click here to enter response.</p>
<p><b>4.1.5. Pricing Miscellaneous Materials.</b> 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.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing.</b></p>	<p>F.H. Paschen shall not utilize Labor Based Pricing.</p>
<p><b>4.1.6. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b>NOT</b> 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.</p>	<p>All pricing items shall be derived from the construction task catalog. If there is a task or item within the scope of work that is not relevant in the CTC, FHP shall obtain quotes from vendors and present to the owner for approval.</p>
<p><b>5. <u>GO-TO-MARKET STRATEGY</u></b></p>	
<p><b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	
<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <p>1. Executive Contact</p>	<p>Please see attached key contacts and corresponding resumes.</p>

<ul style="list-style-type: none"> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ul> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	
<p><b>5.1.2. Sales Organization.</b> 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.</p>	<p>See attached Firm Org Chart and Regional Map.</p> <p>F.H. Paschen has approximately 350 employees nationally.</p>
<p><b>5.2. Contract Implementation Strategy &amp; Expectations</b></p>	
<p><b>5.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>	<p>F.H. Paschen's expectation is that we will work with current and future Equalis members to provide general contracting, design-build, construction management, and JOC services.</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> 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.</p>	<p>We will strategically deploy our resources to accomplish the necessary recognizance, which will help us engage the marketplace. The strategy for bringing this expertise to new markets will closely follow the proven path we've developed to date. We will begin by identifying opportunities and organizations with significant capital improvement programs. This will be followed by the establishment of an appropriate client manager for these key target organizations. Our staff will be assigned to client pursuits based on relevant experience, pertinent skills sets, and personality profiles.</p>
<p><b>5.2.3. Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>N/A</p>
<p><b>5.2.4. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Sales objectives will be developed upon contract award.</p>
<p><b>6. ADMIN FEE &amp; REPORTING</b></p>	
<p><b>6.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	

<p><b>6.1.1. Administrative Fee.</b> 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 (<b>2.25%</b>) based on the terms disclosed in the <b><u>Attachment A – Sample Administration Agreement.</u></b></p>	<p><input checked="" type="checkbox"/> <b>Agree</b> to proposed Administrative Fee</p> <p><input type="checkbox"/> <b>Negotiate</b> Administrative Fee. Provide additional information below if you opt to negotiate.</p> <p>Click here to provide additional information.</p>
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> 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.</p>	<p>Confirmed.</p>
<p><b>6.1.3. Self-Audit.</b> 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.</p>	<p>F.H. Paschen management thoroughly reviews all pricing and required reports to ensure accuracy and compliance with the Equalis program.</p>

1.2.1.



05/16/2022

Equalis Group CCOG

**RE: F.H. Paschen, S.N. Nielsen & Associates LLC**

Fifth Third Bank has been handling the banking relationship for F.H. Paschen, S.N. Nielsen & Associates LLC and their related companies and joint ventures since early 2008.

**Average balance.**

Aggregate balances maintained within the family of accounts have averaged from mid to high eight figures at times, and all accounts have been handled as agreed.

**Extent of credit available and terms of availability.**

There is a \$75,000,000.00 secured revolving line of credit with the Bank, which currently has \$52,336,000.00 of availability.

**Bank's rating of the building contractor as a customer.**

Our overall experience with the company has been excellent and they are a valued client of the Bank.

Should you have any questions or concerns please feel free to contact me at 312-633-0210 or richard.berthold@53.com

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Berthold', is written over a light blue horizontal line.

Richard Berthold  
Senior Vice President-Commercial Executive  
RAB/lb

# CUSTOMER REFERENCES

1.4.5.

## Reference 1:

**Entity Name:** City of Chicago Department of Assets, Information, & Services (AIS)

**Contact Name:** Art Andros

**Title:** Project Manager

**City & State:** Chicago, IL

**Phone Number:** 312.257.0159

**Years Serviced:** 25+

**Description of Services:** Job Order Contracting

**Annual Volume:** \$10-15 million

## Reference 2:

**Entity Name:** Illinois Department of Central Management Services

**Contact Name:** Ayse Kalaycioglu

**Title:** Chief Operating Officer

**City & State:** Chicago, IL

**Phone Number:** 312.814.8927

**Years Serviced:** 25+

**Description of Services:** Job Order Contracting

**Annual Volume:** \$10-15 million

## Reference 3:

**Entity Name:** Cook County Bureau of Asset Management

**Contact Name:** John Yonan

**Title:** Interim Bureau Chief

**City & State:** Chicago, IL

**Phone Number:** 773.717.6342

**Years Serviced:** 10+

**Description of Services:** Job Order Contracting

**Annual Volume:** \$10-15 million

## Reference 4:

**Entity Name:** Chicago Park District

**Contact Name:** Bill Gernady

**Title:** Senior Project Manager

**City & State:** Chicago, IL

**Phone Number:** 312.907.0048

**Years Serviced:** 25+

**Description of Services:** Job Order Contracting

**Annual Volume:** \$5 million

## Reference 5:

**Entity Name:** City of Chicago Department of Transportation

**Contact Name:** Dan Burke

**Title:** Managing Deputy Commissioner

**City & State:** Chicago, IL

**Phone Number:** 312.735.8033

**Years Serviced:** 30

**Description of Services:** Job Order Contracting

**Annual Volume:** \$15-20 million

# REPAIR AND CONSTRUCTION SAFETY

## 3.2.1. and 3.2.2.

F.H. Paschen will provide a program-specific safety plan coupled with our Corporate Safety Program. The program-specific safety plan shall identify potential risks inherent to the job orders and tasks at hand. It will identify measures to be taken to reduce or eliminate those risks before the work begins.

F.H. Paschen will utilize an internal safety committee to address safety concerns for this program. The committee will meet on a weekly basis with the goal of increasing safety awareness, administering new loss control programs, and effectively reducing risk during F.H. Paschen's operations. In addition to the safety committee, we will utilize in house safety professionals and an outside safety consulting firm. The safety consulting firm provides additional safety expertise, training, and jobsite safety audits. F.H. Paschen follows all OSHA, federal, state and local laws.

As a part of the selection process for all levels of subcontractors, all potential bidders are thoroughly checked in accordance with our prequalification criteria, confirming contractor's license status, ability to perform the tasks assigned, competency and availability of personnel, employee certifications (i.e., welding, master electrician, master plumber, etc.), safety history, and financial solvency. Additionally, references will be checked to verify past performance, adherence to schedules, ability to pay suppliers and workmen, ability to maintain acceptable standards of quality, and ability to control safety as well as costs.

### **SUBCONTRACTOR SELECTION**

F.H. Paschen is committed to hiring subcontractors with a proven culture of safety—who are proactive in safety awareness, with a “zero accident” goal on all projects. We expect any firms we engage on our projects to hold themselves to the highest standards of safety performance and to demonstrate best practices at all times. In addition, our subcontractors are held accountable for their lower-tier subcontractors and suppliers.

### **JOB HAZARD ANALYSIS (JHA)**

F.H. Paschen will utilize the JHA system, and we recommend that our subcontractors implement the JHA process for their tasks. JHAs allow construction crews to analyze the work that will be performed each day, document the hazards that can be expected, and determine solutions. Using loss control and prevention techniques, these solutions protect the crews, other onsite personnel, and the public from hazards associated with the work being performed.

During construction, a Competent Person shall be on site at all times to assist the Superintendent with supervising the tasks with potential hazards identified in our Plans. If any violations are observed, the responsible party will be verbally informed, and corrective action will be implemented immediately. Written notice will follow, together with a formal plan of corrective action. If the unsafe conditions are not remedied, or there are reoccurring violations, F.H. Paschen will take several courses of action including and up to removal of personnel and/or suspension from any further involvement in the program.

### **ACCIDENT AND INVESTIGATION PROCEDURES**

Our employees are trained to properly investigate accidents that occur on the project. There are procedures in place and distributed to our employees in order to properly document the facts of the incident, take pictures of the incident's contributing factors, and obtain witness statements. All incident reports must have some sort of corrective action included on them. We encourage learning from mistakes on the project in order to avoid a repeat accident.

### **EMERGENCY PREPAREDNESS**

All jobsites have nearby clinics and hospitals identified and mapped in the case of a workplace accident. The information is posted in the job trailer or onsite office and communicated to the subcontractors. If the project site presents unusual hazards, such as being spread out over a large area, we will request that the fire department do a walk-through of the project to familiarize themselves with the area. Projects have fire extinguishers available in accordance with OSHA regulations and emergency procedures posted with proper evacuation rules if need be.

# REPAIR AND CONSTRUCTION SAFETY

---

3.2.1. and 3.2.2.

## **SITE SECURITY**

We will maintain site security fencing around the perimeter of the construction site. It will be at least six feet tall and strong enough to keep children and unwanted visitors away from the construction operation. We will address security lighting to help create an additional deterrent.

Adrienne C. Stevenson  
Vice President  
Marsh USA Inc.  
Two Alliance Center  
3560 Lenox Road, Suite 2400  
Atlanta, Georgia 30326  
404-895-2920  
adrienne.c.stevenson@marsh.com  
www.marsh.com



May 17, 2022

The Cooperative Council of Governments  
On Behalf of Equalis Group  
6001 Cochran Road  
Suite 333  
Cleveland, Ohio 44139

Re: **F.H. Paschen, S.N. Nielsen & Associates LLC**

Project: **Request for Proposals: Alternative Procurement Delivery  
Methods for General Contracting Services  
RFP # COG-2132**

To Whom It May Concern:

Continental Casualty Company is the Surety for F.H. Paschen, S.N. Nielsen & Associates LLC and Marsh USA Inc. is their surety agent that currently has the privilege of providing bonds for F.H. Paschen, S.N. Nielsen & Associates LLC. F.H. Paschen, S.N. Nielsen & Associates LLC's financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Continental Casualty Company highly recommends them for your favorable consideration on your project.

F.H. Paschen, S.N. Nielsen & Associates LLC has been extended a bonding facility, which will support individual projects up to \$500,000,000.00 and an aggregate work program in the \$1,300,000,000.00 range. F.H. Paschen, S.N. Nielsen & Associates LLC currently has in excess of \$500,000,000.00 in available bond capacity. Surety bonds are issued through the Continental Casualty Company which is rated A XV by AM Best and is listed in the Federal Register.

Continental Casualty Company holds F.H. Paschen, S.N. Nielsen & Associates LLC in the highest regard. We heartily endorse their organization and will provide the requisite bonding should the project be awarded to F.H. Paschen, S.N. Nielsen & Associates LLC. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely,

**Continental Casualty Company**

Adrienne C. Stevenson  
Attorney-in-Fact



STATE OF GEORGIA  
COUNTY OF FULTON

I, Maria Concepcion a notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

CONTINENTAL CASUALTY COMPANY

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County

this 17th day of May A.D. 2002

  
\_\_\_\_\_  
Notary Public

Maria Concepcion  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Commission Expires 08/01/2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson

Individually

of Atlanta, Georgia, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of February, 2021.

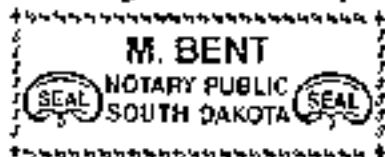


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Brulter  
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Brulter to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals, that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent  
Notary Public

CERTIFICATE

L. D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said insurance companies this 17th day of May, 2022.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

L. D. Johnson  
Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorney on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorney on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorney on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2021

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> _____ <b>FAX (A/C. No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> F.H. Paschen, S.N. Nielsen & Associates LLC 5515 N. East River Road Chicago, IL 60656	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER B :</b> American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td><b>INSURER C :</b> XL Specialty Ins. Co.</td> <td style="text-align: center;">37885</td> </tr> <tr> <td><b>INSURER D :</b> Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Zurich American Insurance Company	16535	<b>INSURER B :</b> American Zurich Insurance Company	40142	<b>INSURER C :</b> XL Specialty Ins. Co.	37885	<b>INSURER D :</b> Indian Harbor Insurance Company	36940	<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> Zurich American Insurance Company	16535														
<b>INSURER B :</b> American Zurich Insurance Company	40142														
<b>INSURER C :</b> XL Specialty Ins. Co.	37885														
<b>INSURER D :</b> Indian Harbor Insurance Company	36940														
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**COVERAGES** **CERTIFICATE NUMBER:** CHI-009867315-03 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO 5833476-09	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5833474-09	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			US00076565LI21A	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5833475-09 (AOS) WC 5833477-09 (WI)	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional / Pollution Liability			CEO7420104-08 SIR: \$250,000	10/01/2021	10/01/2022	Each Act \$ 5,000,000 Aggregate \$ 5,000,000

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

<b>CERTIFICATE HOLDER</b> F.H. Paschen, S.N. Nielsen Associates LLC 5515 N East River RD Chicago, IL 60656	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Marsh USA Inc.</i></div>
--	---

**Executive Contact**

Contact Person: Leo Wright  
Title: Agent / Senior Vice President  
Company: F.H. Paschen, S.N. Nielsen & Associates LLC  
Address: 5515 N East River Road  
City: Chicago State: IL Zip: 60656  
Phone: (773) 444-3474 Fax: (773) 444-5399  
Email: LWright@FHPaschen.com

**Account Manager / Sales Lead**

Contact Person: Dan Zivilik  
Title: Project Executive  
Company: F.H. Paschen, S.N. Nielsen & Associates LLC  
Address: 5515 N East River Road  
City: Chicago State: IL Zip: 60656  
Phone: (773) 444-3474 Fax: (773) 444-5399  
Email: DZivilik@FHPaschen.com

**Contract Management (if different than the Sales Lead)**

Contact Person: Dan Zivilik  
Title: Project Executive  
Company: F.H. Paschen, S.N. Nielsen & Associates LLC  
Address: 5515 N East River Road  
City: Chicago State: IL Zip: 60656  
Phone: (773) 444-3474 Fax: (773) 444-5399  
Email: DZivilik@FHPaschen.com

**Billing & Reporting/Accounts Payable**

Contact Person: Tedd Bloom

Title: Senior Office Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N East River Road

City: Chicago State: IL Zip: 60656

Phone: (773) 444-3474 Fax: (773) 444-5399

Email: TBloom@FHPaschen.com

**Marketing**

Contact Person: Cassidy Tarpey

Title: National Job Order Contracting Business Development Representative

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N East River Road

City: Chicago State: IL Zip: 60656

Phone: (773) 444-3474 Fax: (773) 444-5399

Email: CTarpey@FHPaschen.com



# LEO WRIGHT

## Project Executive

### EDUCATION

Davea Trade Center,  
Construction Management

### CERTIFICATIONS

- OSHA 30 HR (510)
- Certified Job Order Contracting Professional, (CJP)
- USACE Construction Quality Management for Contractors, (CQM)
- First Aid, CPR, and AED

### MEMBERSHIPS

- Center for JOC Excellence, Membership Committee Chair

**40** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

Leo has 40 years of construction industry experience including 25 years with F.H. Paschen. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager and finally Senior Vice President. He is responsible for overseeing the Illinois, Virginia, Ohio, Georgia, Florida, and Texas JOC Departments. These departments are made up of over 90 JOC professionals including Project Managers, Superintendents, and Engineers.

### REPRESENTATIVE PROJECT EXPERIENCE

#### United States Postal Service JOC/IDIQ Contracts - National Program

F.H. Paschen currently holds 33 active USPS JOC/IDIQ contracts with a value completed to date totaling over \$80 million. Agreements exist in Illinois, Indiana, Florida, Virginia, North Carolina, South Carolina, New Jersey and Wisconsin, among others. Work orders typically consist of renovation and repair projects in existing and occupied postal facilities.

#### Allen Independent School District JOC

This one-year JOC contract for Allen ISD began in May 2019. This contract includes job orders for maintenance, repair, alteration, renovation, remediation, or minor construction services of Allen ISD facilities.

#### Chicago Public Schools JOC Capital Improvement Plan

This contract ran from December 2009 to January 2015 and had 134 task orders for various project types, including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5.9 million, with a total value of over \$59 million.

#### State of Georgia JOC

F.H. Paschen has had consecutive State of Georgia JOC contracts since October 2011. The contract performance conditions included on-call facility repairs and alterations construction services. This contract was available to all public entities statewide and had no maximum dollar value. Projects were site-specific, ranging from building renovations to site improvements. F.H. Paschen completed 351 purchase orders which ranged in values from \$3,000 to \$5 million, with a total value of over \$76 million.

#### City of Naperville, Illinois JOC

F.H. Paschen completed an eziQC® job order contract with the City of Naperville that began in June 2011 and ran through December 2019. This contract was available to all public entities statewide and was designed for facility repair and alteration construction services. In total, F.H. Paschen completed 362 task orders which range in value from \$3,000 to over \$900,000 and total over \$27,636,000. Projects were site specific, ranging from building renovations to site improvements.



# DAN ZIVILIK

## Project Executive

### PROFESSIONAL EXPERIENCE

*Dan has 21 years of construction industry experience including ten years with F.H. Paschen. He has completed hundreds of projects for suburban municipalities. Dan works diligently with the entire Project Team to ensure the schedule is achieved through appropriate phasing and sequencing.*

### EDUCATION

Illinois State University,  
B.B., Industrial Technology,  
Construction Management

### CERTIFICATIONS

- OSHA 30 HR (510)
- Fall Protection Awareness
- Service Associate, Illinois Association of School Business

### REPRESENTATIVE PROJECT EXPERIENCE

#### City of Naperville JOC

F.H. Paschen completed an ezIQC® job order contract with the City of Naperville that began in June 2011 and ran through December 2019. This contract was available to all public entities statewide and was designed for facility repair and alteration construction services. In total, F.H. Paschen completed 362 task orders which range in value from \$3,000 to over \$900,000 and total over \$27,636,000. Projects were site specific, ranging from building renovations to site improvements.

- North Central College Sesquicentennial Walkway, \$1,295,929
- Elgin Wing Park Pool Renovations, \$864,695
- Back Up Radio Center Renovation, \$223,876

#### Illinois State Toll Highway Authority JOC

This JOC contract for the Illinois State Toll Highway Authority includes repairs and construction of roadways, street lighting, sewer systems, and sitework. To date, there have been 75 work orders totaling over \$6 million.

- I-90 Median Wall Repair, \$700,000
- M2 Replace Overhead Doors, \$303,845
- CA Front Entry Temporary Walkway and Enclosure, \$285,000

#### Park Ridge Police Department Renovation - City of Park Ridge | \$725,892

Construction management services for the Park Ridge Police Department included abatement in the ceiling and floor, demolition and construction of a new women's locker room, conference room, break room, roll call area, fitness room, armory, interview room, and report room. The new Police Department creates a more efficient space for the staff, a more accommodating space for the women's locker room, and a more open floor plan that allows for easier collaboration and movement throughout.

#### River Grove Public Works Facility Renovation - Village of River Grove | \$2,762,697

Interior renovation of the existing warehouse space into a new public works facility inclusive of new offices, washrooms, locker rooms, mechanics garage, and interior storage and workshop facilities in addition to all associated mechanical, plumbing and electrical upgrades.

**21** YEARS OF  
EXPERIENCE





# TEDD BLOOM

## Senior Office Manager

### PROFESSIONAL EXPERIENCE

*Tedd has 34 years of construction project administration experience and 27 years with F.H. Paschen. He is responsible for all contract administration projects in the Preferred Projects Group, which bills approximately \$100,000,000 per year.*

### REPRESENTATIVE PROJECT EXPERIENCE

#### Contract Administrator – Chicago Office

Responsible for complete project administration including handling all receivables and payables for all projects within department.

- Chicago Public Schools, Curie Metro HS, Renovations, \$15,501,506
- Public Building Commission, Legler Regional Library Renovation, \$7,157,000
- Cook County, North Riverside Health Center, \$6,021,000
- Cook County, Belmont Cragin Health Center, \$11,967,726
- Community Consolidated SD 93, Stem Lab Jay Stream MS, \$5,223,408
- UIC Arthington Mall Renovation, \$2,039,795
- Keeneyville SD 20, 2020 Renovations, \$3,108,743
- Niles SD 219, Bridges Program, \$10,188,860
- Niles SD 219, Science Labs, \$9,798,238
- Elgin SD U46, Elgin HS Stadium Renovations, \$4,614,777
- U of C SBRI 4th Neuroscience Renovation, \$1,311,000
- Private Client, Bunker Renovations, \$13,592,665
- University of Illinois Hospital, Welcome Atrium, \$10,068,000

#### City of Naperville JOC

F.H. Paschen completed an ezIQC® job order contract with the City of Naperville that began in June 2011 and ran through December 2019. This contract was available to all public entities statewide and was designed for facility repair and alteration construction services. In total, F.H. Paschen completed 362 task orders which range in value from \$3,000 to over \$900,000 and total over \$27,636,000. Projects were site specific, ranging from building renovations to site improvements.

- North Central College Sesquicentennial Walkway, \$1,295,929
- North Central College South Campus Gateway, \$799,833

#### Illinois State Toll Highway Authority JOC

This JOC contract for the Illinois State Toll Highway Authority includes repairs and construction of roadways, street lighting, sewer systems, and sitework. To date, there have been 75 work orders totaling over \$6 million.

- I-90 Median Wall Repair, \$700,000
- M2 Replace Overhead Doors, \$303,845
- CA Front Entry Temporary Walkway and Enclosure, \$285,000

### EDUCATION

Central Michigan University -  
B.S. Business Administration

**33** YEARS OF  
EXPERIENCE



# CASSIDY TARPEY

## National JOC Business Development Representative

### EDUCATION

Illinois Wesleyan University,  
B.A., Business Administration,  
Marketing Concentration

Psychology Minor

### CERTIFICATIONS

- Certified JOC Professional - Center for JOC Excellence
- Construction Selling Skills - FMI

### CERTIFICATIONS

- Center for JOC Excellence, Sustaining Member
- Illinois Association of School Business Officials, Service Associate
- Association of Medical Facility Professionals, Associate Member
- Leukemia Research Foundation, Affiliate Board Member

**6** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

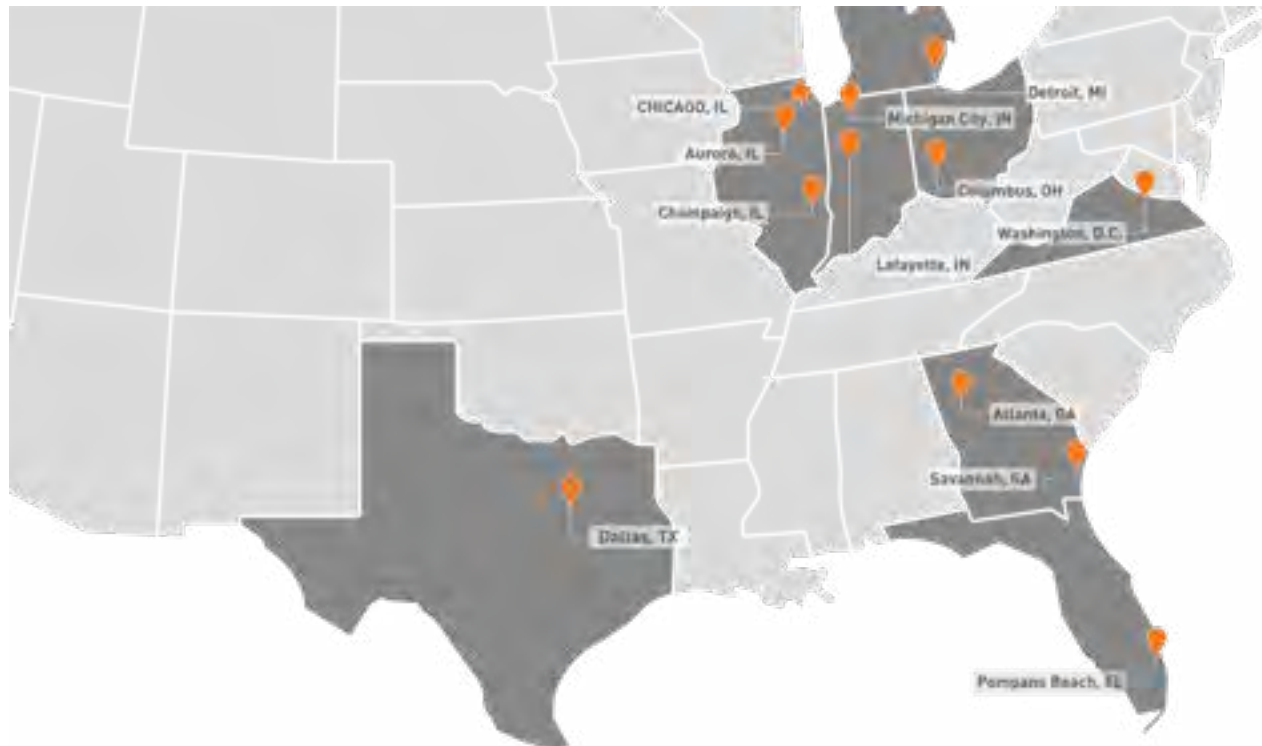
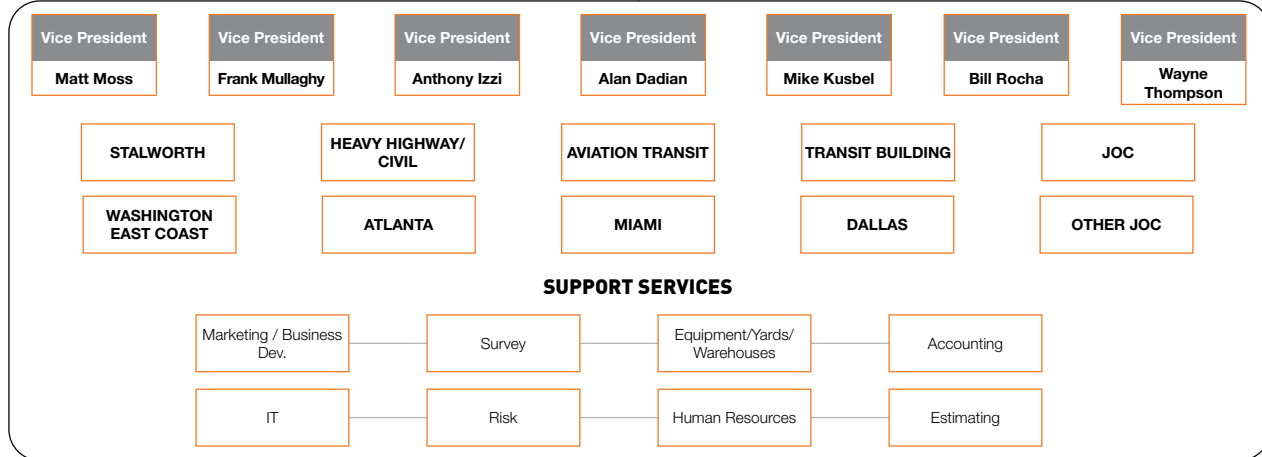
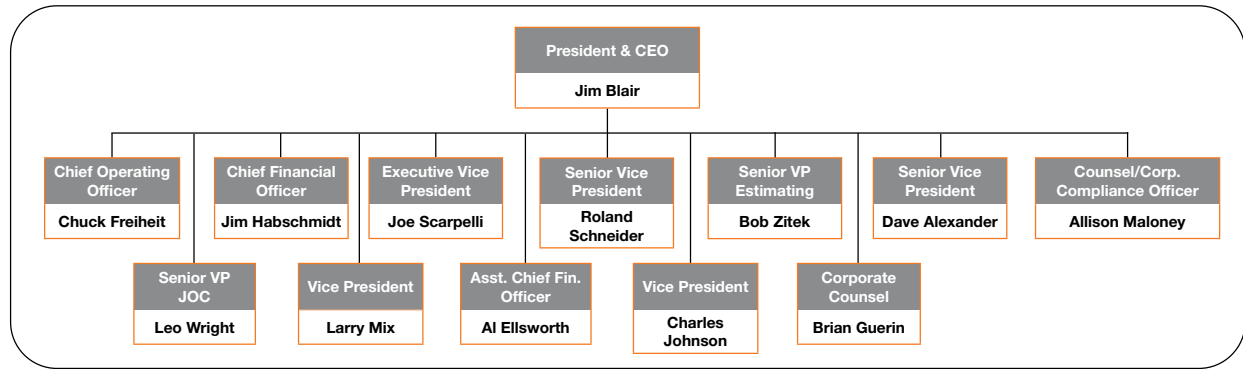
*Cassidy joined F.H. Paschen in the Job Order Contracting Division to assist in their efforts to expand Job Order Contracting throughout the State of Illinois. Through involvement with various industry organizations and providing excellent customer service, she has helped in finding new opportunities and educating potential clients on the procurement methods available for them to use to complete construction projects. Most recently Cassidy has been promoted to National JOC Business Development Representative, where she is working with the executive team to find, research and pursue Job Order Contracting opportunities on a national basis. Cassidy also works with regional offices to support and implement JOC business development standards, educate, and promote the use of JOC contracts to potential clients.*

### RESPONSIBILITIES

- Active member of JOC organizations nationally
- Identify, develop, and maintain relationships with current JOC customers and new potential JOC clients on a national basis
- Set up and engage in face-to-face meetings with clients and prospective clients
- Organize and attend industry tradeshows and outreach events
- Create a JOC Marketing Program to implement consistent JOC messaging for headquarters and regional offices
- Create, maintain and update JOC marketing materials
- Maintain client list, potential opportunities, and industry trends
- Provide support for JOC meetings
- Attend meetings as needed to support regional offices
- Develop a strategic plan for JOC type work across the nation

# FIRM ORG CHART AND REGIONAL MAP

5.1.2.



F.H. Paschen employs approximately 350 people nationally.

## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

*(The rest of this page is intentionally left blank)*

See attached in separate upload.

### PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE:

Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)**

Respondent certifies that this firm is a SBE or DBE:

Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE:

Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB:

Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone:

Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder:

Yes  No

List certifying agency: [Click or tap here to enter text.](#)

## **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.

Click or tap here to enter text.

(The rest of this page is intentionally left blank)

Please see attached list of licenses/certifications.

# CERTIFICATIONS AND LICENSES

STATE	CONTRACTOR LICENSE / BUSINESS LICENSE / CONTRACTOR REGISTRATION NUMBER	SECRETARY OF STATE REGISTRATION NUMBER
Alabama	General Contractor's License #47290	File #619-154
Arkansas	Contractor's License #0215560518	File #800185586
Delaware	Not required	File #4925574
Florida	Contractor License #CGC1516273	
Georgia	General Contractor's License #GCCO003163	Control #10082712
District of Columbia	Business License #70102499	L48306
Illinois		#0090148-2
Indiana		Control #2006031501036
Iowa	Iowa Workforce Development Contractor Registration Certificate #C110587	No.: W00677369 489FLC-397940
Kansas	City of Wichita Contractor's License #BUS2012-08025	ID 4525408
Kentucky		Authentication #233003
Louisiana	Contractor's License #53002	
Maryland	City of Baltimore Certificate of Prequalification Classification: A, C, D, E, F and G Cert. #4907	ID: Z13811492
Michigan	Business License #18076701370	
Minnesota	Not Required	3943538-2
Mississippi	Contractor's License #18820-MC	960131
Missouri	MoDOT Contractor License #0012718	FL1102891
Montana	Not Required*	Filing #425132
Nebraska	Not Required*	
Nevada		
New Jersey	Business Registration Certificate #682167	'0600368194
New Mexico	Pending	SCC#4340378
New York		
North Carolina	General Contractor's License #70574	SOSID #1177415
North Dakota	General Contractor's License Class A No. 000043972	SOS ID#: 5304230
Ohio	Ohio DOT Contractor Qualification Certificate	Registration #200931300418
Oklahoma		Filing Number 3712283507
Pennsylvania	Not Required	Entity #3995794
South Carolina	Contractor's License #G116764	
South Dakota		ID# FL189097
Tennessee	Contractor's License ID #65963	Control #644760
Texas	Not Required	File #801271890
Virginia	Contractor's License #2705137284	
West Virginia	Contractor's License Account Number 2247-2418	Control #99MJ6
Wisconsin	Building Contractor Registration – No License Required	FF044815

## 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.

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:

A review of 5 years of records does not reveal any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to our company's performance of services similar to those described in this RFP. Further information available upon request.

## 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, **James V. Blair**, hereby certify and affirm that ***F.H. Paschen, S.N. Nielsen & Associates LLC***, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United 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, **James V. Blair**, hereby certify and affirm that ***F.H. Paschen, S.N. Nielsen & Associates LLC***, 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.

**AND**

I, **James V. Blair**, hereby certify and affirm that ***F.H. Paschen, S.N. Nielsen & Associates LLC***, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I, **James V. Blair**, hereby certify and affirm that ***F.H. Paschen, S.N. Nielsen & Associates LLC*** either is not subject to a finding for recovery under **ORC Section 9.24**, 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, **James V. Blair**, hereby affirm that this proposal accurately represents the capabilities and qualifications of ***F.H. Paschen, S.N. Nielsen & Associates LLC***, 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 Q, 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:

James V. Blair

Company Name:

F.H. Paschen, S.N. Nielsen & Associates LLC

Mailing Address:

5515 N East River Road, Chicago, IL 60656

Email Address:

[JBlair@FHPaschen.com](mailto:JBlair@FHPaschen.com)

Job Title:

Agent / Chief Executive Officer

## 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.

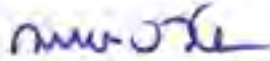
Respondents Name:

F.H. Paschen, S.N. Nielsen & Associates LLC

Mailing Address:

5515 N East River Road, Chicago, IL 60656

Signature



Title of Signatory:

James V. Blair, Agent / Chief Executive Officer

## PROPOSAL FORM 10: LOBBYING CERTIFICATIONS

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

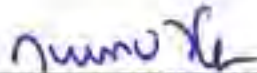
The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

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:

5/19/2022

James V. Blair, Agent / Chief Executive Officer

# 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.

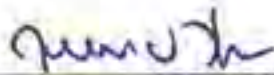
## 2. *Fingerprint & Criminal Background Checks*

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:

5/19/2022

James V. Blair, Agent / Chief Executive Officer

## 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?  James V. Blair, Agent / Chief Executive Officer  
(Initials of Authorized Representative)

## PROPOSAL FORM 13: FEDERAL FUNDS CERTIFICATION FORMS

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 must 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?



James V. Blair, Agent / Chief Executive Officer


(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?  James V. Blair, Agent / Chief Executive Officer  
(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?  James V. Blair, Agent / Chief Executive Officer  
(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 determination 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](http://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?  James V. Blair, Agent / Chief Executive Officer  
(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?                      James V. Blair, Agent / Chief Executive Officer  
(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?                      James V. Blair, Agent / Chief Executive Officer  
(Initials 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?                      James V. Blair, Agent / Chief Executive Officer  
(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?                      James V. Blair, Agent / Chief Executive Officer  
(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?                      James V. Blair, Agent / Chief Executive Officer  
(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?                      James V. Blair, Agent / Chief Executive Officer

(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?  James V. Blair, Agent / Chief Executive Officer  
(Initials 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?  James V. Blair, Agent / Chief Executive Officer  
(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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree?  James V. Blair, Agent / Chief Executive Officer  
(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.

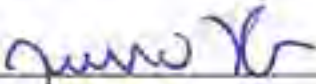
Does Bidder agree? JB James V. Blair, Agent / Chief Executive Officer  
(Initials of Authorized Representative)

**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? JB James V. Blair, Agent / Chief Executive Officer  
(Initials of Authorized Representative)

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: 

Printed Name: James V. Blair  
Company Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
Mailing Address: 5515 N East River Road, Chicago, IL 60656  
Job Title: Agent / Chief Executive Officer

## **PROPOSAL FORM 14: ARIZONA CONTRACTOR REQUIREMENTS - N/A**

### **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**

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? Click or tap here to enter text.  
(Initials of Authorized Representative)

Date: 5/19/2022

# PROPOSAL FORM 15: NEW JERSEY REQUIREMENTS - N/A

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)

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

**Company Name:** Click or tap here to enter text.

**Street:** Click or tap here to enter text.

**City, State, Zip Code:** Click or tap here to enter text.

#### **Complete as appropriate:**

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

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

**OR:**

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

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

Name	Address	Interest



---

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

Signature: \_\_\_\_\_

Date: [Click or tap here to enter text.](#)

**B. Non-Collusion Affidavit**

**Bidder Name:** Enter Bidder Name

**Street Address:** Enter Bidder Name

**City, State Zip:** Enter Bidder Name

State of New Jersey

County of Insert County name

I, Insert name here. of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name. 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: Insert job title here.

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

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

Company Name: Click or tap here to enter text.  
Street Address: Click or tap here to enter text.  
City, State, Zip Code: Click or tap here to enter text.

**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  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

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

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: Click or tap here to enter text.  
Date: Click or tap here to enter text.

**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 its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of 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 Subchapter 10 of the Administrative Code (NJAC 17:27).

---

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](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 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 “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](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.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined 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 contributions to:

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

<sup>1</sup> 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.**

**Part I – Vendor Information**

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**Continuation Page**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership 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 FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**E. Stockholder Disclosure Certification**

**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 owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership
- Corporation
- 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	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address:  
Home Address

Home Address:  
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:  
Home Address

Home Address:  
Home Address

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

## 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:

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

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

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

[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

**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.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement.**
- 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.

Company Name F.H. Paschen, S.M. Nielsen & Associate LLC  
Address 5515 N East River Road  
City/State/Zip Chicago, IL 60656  
Phone Number (773) 444-3474  
Email Address JBlair@FHPaschen.com  
Printed Name James V. Blair  
Job Title Agent / Chief Executive Officer

Authorized Signature 

### Initial Term of the Master Agreement

Contract Effective Date: July 1, 2022  
Contract Expiration Date: June 30, 2026  
Contract Number: COG-2132

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

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

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By: \_\_\_\_\_  
Name: Scott A. Morgan  
As: CCOG Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric Merkle  
As: SVP, Procurement & Operations  
Date: \_\_\_\_\_