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

### 1. RECITALS

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

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

### 2. TERMS & CONDITIONS

- **2.1.** Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.
- 2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services ("Customer Agreement"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

### 2.3. Pricing

- a. <u>Not-To-Exceed Pricing</u>. All contract pricing is "Not-To-Exceed Pricing" where Members will receive pricing that does not exceed the per unit pricing provided by the respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.
- b. <u>Pricing Adjustments</u>. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

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

- c. <u>Rates & Charges</u>. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the <u>Master Agreement Signature Form</u> (the "Effective Date"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the <u>Master Agreement Signature Form</u> (the "Termination Date") unless extended, terminated,

or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "Renewal Term") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "Extended Term"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "Term."

### 2.5. Formation of Contract

- a. <u>Bidder Contract Documents</u>. CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. Entire Agreement. This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
- c. <u>Modification</u>. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. Assignment. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

### e. Order of Precedence.

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Bidder's proposal and all attachments thereto.

### 2.6. Confidentiality.

- a. Obligation. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "Disclosing Party") to which a Party(ies) (the "Receiving Party") may become privy during the Term of this Master Agreement (collectively, the "Information") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.
- **2.7.** <u>Indemnification</u>. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("Indemnified Parties") against all claims, damages, losses and expenses ("Claims") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("Losses").

- 2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.
- **2.9. Termination Rights**. The Parties shall have the termination rights set forth below.
  - a. <u>Insolvency.</u> If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
  - **b.** <u>Mutual Consent</u>. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
  - c. <u>Breach</u>. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.
- **2.10.** Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination,

CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

- **2.11.** Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.
- 2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.
- **2.13.** Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("Notice") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.
  - **a.** Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

ii. If to **EQUALIS**:

The Cooperative Council of Governments, Inc. Attn: Board President 6001 Cochran Road, Suite 333 Equalis Group, LLC. Attn: Eric Merkle, SVP 5550 Granite Parkway, Suite 298 Cleveland, Ohio 44139 Facsimile: 440.337.0002

- **2.14.** Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.
- 2.15. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.
- **2.16.** No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.
- **2.17.** Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

### 2.18. Nondiscrimination & Intimidation.

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

**c.** Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



OWNER ADVOCATE SERVICES FOR

# Capital Improvement Project Management

RFP #COG-2142 | TECHNICAL PROPOSAL







6320 Research Rd. Frisco, TX 75033 T: 972-668-9340

DUE: 03-10-2023 | 3:00 PM EST

ELECTRONIC

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PROPOSAL FORM CHECKLIST

### 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 Partici
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- ☑ Proposal Form 4: Certifications and Licenses
- ☑ Proposal Form 5: Unresolved Findings for Recovery
- Proposal Form 6: Mandatory Disclosures
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- ☑ Proposal Form 8: Mandatory Supplier & Proposal Certifications
- ☑ Proposal From 9: Clean Air Act & Clean Water Act
- ☑ Proposal From 10: Debarment Notice
- ☑ Proposal Form 12: Contractor Certification Requirements
- ☑ Proposal Form 13: Boycott Certification
- Proposal Form 15: Arizona Contractor Requirements
- ☑ Proposal Form 17: General Terms and Conditions Acceptance Form
- Proposal Form 18: Equalis Group Administration Agreement Declaration

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# **Overview & Qualifications**



### 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

### 1.1.1. Company Name:

CORE Construction (CORE)

### 1.1.2. Corporate Street Address:

6320 Research Road, Frisco, TX 75033

### 1.1.3. Website:

www.coreconstruction.com

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

CORE was founded in 1937, and has grown into an industry leader in construction management, with 20+ offices in ten states across the United States and more than 1,200 employees. All companies were renamed CORE Construction in 2010.

### **Dates of Incorporation**

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

**AZ:** CORE Construction, Inc.

CA: CORE Construction, Inc. DBA CORE Construction

Management

FL: CORE Construction Services of Florida, LLC

**ID:** CORE West, Inc.

IL: CORE Construction Services of Illinois, Inc.

IN: CORE Construction Indiana, LLC

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

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

Contact Name: Dave Wilson

**Title:** Executive Contact | Sales Leader

**Phone:** 214-684-9320

**E-Mail Address:** davewilson@coreconstruction.com

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

Contact Name: Dave Wilson

**Title:** Executive Contact | Sales Leader

**Phone:** 214-684-9320

**E-Mail Address:** davewilson@coreconstruction.com

### 1.2. Financial Strength & Legal Considerations

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

Please refer to the uploaded file labeled "TRADE SECRET FINANCIAL INFORMATION."

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

CORE, nor its predecessors or any principals of the firm have faced bankruptcy or insolvency in the last three (3) years.

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

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

### 1.3. Industry Qualifications

**1.3.1. Company Identification.** How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?

CORE is a service provider.

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

CORE has provided the products and services outlined in our response to this RFP for 16 years.

### % of Company's Revenue:

2022 - 4.5%

2021 - 4.5%

2020 - 4%

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

CORE's service area includes all states within the contiguous United States, and we have the capacity, capabilities, and resources to offer the required services requested.

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

NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form

#### 5 - Certifications and Licenses.

Combined with our parent company, The CORE Group, we are able to provide services in over 30 states. Our GC licenses are included on pages 3-10 in CORE's Supplemental Information document. CORE has maintained these liceneses on an ongoing basis. Many states including Colorado, Connecticut, Iowa, Illinois, Kansas, Michigan, Missouri, New Hampshire, New Jersey, Ohio, Oklahoma, Pennsylvania, Texas, Wisconsin, and Wyoming do not require a state GC license.

### 1.4. Public Sector Experience

1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts

Please refer to page 4 for our list of Public Sector Cooperative Contracts.

**1.4.2. Education Success.** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?

Combined with our parent company, The CORE Group, our total dollar amount in education work is \$716M (i) and 59% (ii).

**1.4.3. Government Success.** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?

Through our parent company, The CORE Group, our total dollar amount in government work is \$172M (i) and 14% (ii).



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



- Joseph Coburn, Chief of District Operations a. Fort Worth Independent School District P: 817-814-2650 | E: joseph.coburn@fwisd.org
- Owner Representation and Program Management b.
- 2017 Present c.
- **d.** N/A



- Alan Wiernicki, Chief of District Operations El Paso Independent School District P: 915-230-2574 | E: awierni@episd.org
- Owner Representation and Program Management b.
- 2017 2027
- d. N/A



- Jimmy C. Jones Jr, Director of Construction **Georgetown Independent School District** P: 512-943-5000 ext. 7288 | E: jonesj10@georgetownisd.org
- Owner Representation and Program Management b.
- 2021 Present
- N/A d.



- Jesse Bustamante, Director of HR and Special Projects Marlin Independent School District P: 254-883-3585 | E: jbustamante@marlinisd.org
- Owner Representation and Program Management
- 2022 Present c.

b.

d. N/A

- Jarrod Sterzinger, AIA, LEED AP, Principal
  - O'Connell Robertson

P: 512-478-7286 | E: jsterzinger@oconnellrobertson.com

- Owner Representation and Program Management
- 2015 Present
- d. N/A

### **CORE's Public Sector Cooperative Contracts**

Approved Contract # Date   Date				Revenue Generated 2019 50 50 50 80 80 80 80 80 80 80 80 80 80 80 80 80	Generated 2020 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	<del>-                                    </del>	Generated 2022 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
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Sourcewell Gulf Coast TX         TX-GC-GC-021920-CCT         2/19/2020         1/23/			1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Rio Grande Valley TX   TX-RGV-GC-021920-CCT   2/19/2020   1/23/		-	1/23/2025	\$0	\$0	\$0	\$0
Sourcewell Permian Basin TX         TX-PB-GC-121819-CCT         1/23/2020         1/23/		_	1/23/2025	\$0	\$0	\$0	\$0
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The Interlocal Purchasing System         200201         5/1/2019         4/30,		-	4/30/2024 \$4,	\$4,146,197.09	\$4,725,770.23	\$154,095.00	\$86,594.58

## **Products & Services**



### 2. PRODUCTS & SERVICES

### 2.1. Products & Services

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

### **OVERVIEW OF OUR SERVICES**

Our methodology for providing comprehensive Owner Advocate Services centers on understanding your needs. We will meet with key CCOG/Equalis leadership immediately upon board approval to gain an understanding as to how we can provide the best, most customized solutions for your projects.

Our team has the capacity and experience to support CCOG/Equalis personnel by providing leadership, project management, project controls, construction schedule expertise, budget support, cost verification and project reporting technologies. Our team's ability to manage bond programs and provide expedited support for complex or unexpected situations is unparalleled.

As your owner representative/project manager, CORE is able to provide a variety of services and our goal is to support you however we can. The following paragraphs outline our proposed services as we begin the management process:

#### WE WILL LEARN YOUR GOALS

CORE has been involved in over \$5B in educational facility improvement programs around the country, and we recognize how important it is to have a working knowledge of our existing facilities. If requested by CCOG/Equalis, we will review the current portfolio, and provide a working knowledge of the existing infrastructure and facilities to deliver a clear vision of how to meet Client goals and develop long-range master planning.

We will begin by conducting a thorough analysis of existing Design Standards and review Education Specifications. Through these studies, we will provide a strategy recommendation with a focus on developing new industry-leading standards for the future. In addition, CORE will bring our many years of experience in coordination with municipalities and developers for site selection and successful implementation of master plans.

Once we fully understand your portfolio and goals, CORE will engage in pre-project activities to ensure that the Program is properly planned for a successful delivery. We will ensure that the projects are well-defined, and that the work can begin immediately. Engaging with CCOG/Equalis staff, our team will initiate and lead a series of kick-off workshops to formalize the work plan for your Program. CORE's history of aiding K-12 leadership in communicative problem-solving will ensure that we meet the needs of CCOG/Equalis and community.

### WE PLAN FOR MARKET INFLUENCE

The current market influence on costs and availability of materials is of paramount importance in developing budgets and schedules in today's programs. CORE monitors multiple indices and industry reports to understand and predict the influence of these challenges. While we do expect the market to stabilize in coming quarters, worldwide influence has brought instability in all markets both foreign and domestic. You will have no better partner in understanding and planning for these influence on your program.

### WE KNOW HOW TO MANAGE CHANGE

In every Client program, concern over managing change in the projects is critical. CORE employs a project-long effort to control costs and quality. Managing costs for CCOG/ Equalis is one of our biggest responsibilities and we will be consciously, fiscally responsible and steward your bond funds as if it was our own money.

We strongly believe that selecting the proper delivery method, early contractor involvement, appropriate contingencies, and establishing clear processes and procedures will lead to the successful management of changes throughout the entire duration of the program. CORE would be happy to present our proposed change management processes for review by Client leadership and then tailor the procedures to fit the exact needs of CCOG/Equalis.

### WE GET TECHNICAL DESIGN GUIDELINES

Our team of experts recognizes the importance of holding the design firms accountable as it relates to the Technical Design Guidelines (TDG's) and the grade level specific educational specifications. We will implement design-phase checklists and share that information collaboratively with all CCOG/Equalis personnel engaged in the program. The design management checklists will have different items

### PRODUCTS & SERVICES

based on the phase of design of the project, while always keeping the TDG's and educational specifications top of mind. Any deviation from these specifications will be submitted as a substitution request by the design firm for review by CORE and CCOG/Equalis program leadership. In addition to monitoring the requirements of CCOG/Equalis, CORE will engage with local municipalities to ensure all local jurisdictional needs are being met.

### WE ARE READY FOR THE UNKNOWN

Often in the procurement of sites and in remodel of aging facilities, there is potential for identifying environmental issues and the presence of hazardous materials. CORE maintains, on staff, a certified professional that stands ready to assist CCOG/Equalis in identifying potential hazards. As needed, we will work closely with third-party professionals to develop a plan to approach these issues.

### **OUR K-12 AND PROCUREMENT EXPERTISE**

CORE specializes in the public procurement of design, construction, and third-party services necessary to implement K-12 Bond Programs. The procurement process for design and construction is well-defined and our uniquely qualified team will use deep resources and state-of-the-art tools to simplify the process. We will ensure CCOG/Equalis is legally procuring all services with a focus on due diligence throughout the process.

### **CONSTRUCTION OVERSIGHT**

CORE would recommend the implementation of a project management software solution for construction management. We are familiar with Procore, Owner Insight, and e-Builder, and we are happy to suggest what system we believe brings Best Value to CCOG/Equalis. Once a software solution is selected, it is important to setup

PROCORE SOFTWARE

Procore makes all project documentation easily accessible in one, comprehensive software solution.

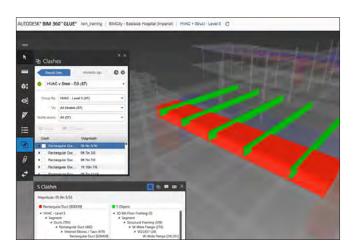
standard operating procedures so CORE can effectively and efficiently manage all construction projects. Our Construction Manager and Project Managers will be onsite, at minimum, weekly and we will attend all meetings to represent CCOG/Equalis. We will monitor the projects' schedule and budget and the quality of work in place. Our project management team will communicate any issues through our OPEX Dashboard which is a customized business intelligence dashboard, and will inform CCOG/Equalis leadership of any issues as soon as they arise.

Building Information Modeling (BIM) is a process that involves creating and using a 3D model to inform and communicate project decisions. CORE utilizes BIM to provide a clear understanding of design concepts at the preliminary stage and continually updates these 3D perspectives throughout the course of the project. This process reduces clashes and helps manage costs by providing the project team a virtual model to validate design and major systems installation, develop proper sequencing and phasing, and reduce the possibility of changes in the field.

### **COST VERIFICATION AND BUDGETING**

CORE has extensive experience in providing accurate cost data and understands the importance of benchmarking our costs early in the process. Our historic cost information is regionalized and supported by constant price harvesting from key Trade Partners (subcontractors, suppliers, and vendors).

CORE understands how to properly plan budgets for all types of K-12 school projects. Our budget pricing is based on specific site information that is established in collaboration with the Client staff. This information is utilized to price items relative to the site including known issues



### PRODUCTS & SERVICES

with soil, utilities, engineering, and city-imposed costs for development. Appropriate contingencies and allowances for items that are difficult to predict will be included within the cost information.

CCOG/Equalis's needs are unique, and your vision is precise. By partnering with CORE, CCOG/Equalis can breathe easy knowing that our team is aligned with your goals, and we are deeply committed to ensuring the success of your students, faculty, and community.

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

Our team brings over 200 years of combined experience in all aspects of the business. CORE offers an unmatched level of expertise. Armed with that, CORE understands that communication is key within the team. Our commitment to CCOG/Equalis, Design Teams, Construction Managers and Trade Partners provides the most involved atmosphere.

High performing teams must communicate, respect and rely on one another to successfully complete a program of this magnitude. A key component for creating and sustaining an integrated team approach is through effective collaboration and quality control.

**2.1.3.** Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document.

Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in Attachment B - Cost Proposal.

CORE does not have a manufacturer's warranty, as it does not apply to our type of services. However, CORE has the resources of a full-time, customer service-based Warranty Department to provide the highest level of service. Our online warranty system was developed by the CORE team to meet the needs of our Clients. Clients are provided a login and password at close out. The Client can then submit tickets as needed and track the progress of each claim. As soon as a warranty ticket is submitted, an email is sent to both our Warranty Manager and Customer Service Technician. Trade Partners are notified in writing and/or emailed of any deficiencies and are required to provide our Warranty Department with the written notice the correction has been recognized and completed. All work must be completed within seven (7) days of notification, or sooner depending on the nature of the call. During this process, CCOG/Equalis will have continuous access to review the status of the correction

**2.1.4.** Value Add. Describe any value-add services your organization can offer to Equalis Group members.

As a Client-centric service provider, CORE tailors a custom approach to benefit each Client. A few of the ways CORE adds value are included below.

### WHAT MAKES CORE DIFFERENT?

### **TEAM BUY-IN**

CCOG/Equalis will be an integral component of our team structure and our workflow process will be based on your requirements. This will create a collaborative atmosphere.

### **ACCOUNTABILITY**

At CORE, we hold each other accountable for what we say we will do, and when it will be done. Once accountability has been established, efficiencies emerge and results and accuracy follow.

### **TRUST**

The quickest way to build trust within in a team is to give it freely. Without trust, a team will fall into a traditional silo mentality. CORE's approach is to become an extension of the CCOG/Equalis's Construction Bond Department.

### **TRANSPARENCY**

CORE functions best as an "open book" which eliminates "guarded" behaviors. Our team will quickly identify previously hidden excess and properly manage true risks.

### **SHARING INFORMATION**

By opening up the process and sharing how decisions get made, CORE will commit to an aligned understanding of what is important to CCOG/Equalis and its stakeholders. In addition, our goal is to facilitate your program in a manner that not only meets the needs of CCOG/Equalis but far exceeds any expectations.

### **METRICS**

CORE will post measurable results to keep CCOG/Equalis administration involved via our OPEX dashboard. CORE will highlight this information to create accountability across the entire team.

# **Business Operations**

# 3. BUSINESS OPERATIONS 3.1. Customer Service

3.1.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company of if they are a network of subcontractors.

Every CORE employee is dedicated to Client satisfaction. We are available 24/7 to assist our Clients. Our team will be advocates for CCOG/Equalis and will be in constant communication from beginning to end of each phase of the project.

Our in-house team will be accountable for ensuring that CCOG/Equalis members are provided with quality and timely projects consistent with the specified requirements of the contract

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

**3.2.1. Order & Invoice Process.** Describe your company's proposal development, order, and invoice process. Your response should include, but is not

limited to, acceptable payment methods and standard payment terms.

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

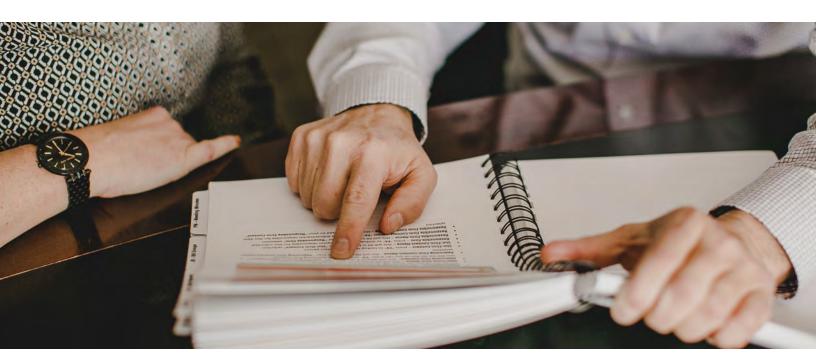
**3.2.2. Financing.** Does your company offer any financing options or programs? If yes, describe the financing options available to Members.

CORE does not offer any financing options or programs.

### 3.3. Bonding Capabilities

**3.3.1. Bonding.** Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.

Our bonding company, Travelers Casualty and Surety Company of America, who is acting in conjunction with Liberty Mutual Insurance Company, has an A++ (Superior) rating and their Financial Size Category is XV (\$2 billion or greater). CORE has a single project bonding capacity of \$300 million and an aggregate capacity of \$2 billion.



# **Pricing**



### 4. PRICING

### 4.1. Cost Proposal

**4.1.1. Pricing Model.** Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

Our approach to pricing is based on the requested services. Depending on the requirements, we will engage our professional staff either on an hourly basis or by lump sum. All costs are based on the required manhours to perform the requested services. Various conditions for office, equipment, and technology can affect the cost to the Client. Each proposal will be crafted to provide the Best Value to CCOG/Equalis.

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

Our pricing is based off the national RSmeans unit-book pricing catalog updated quarterly.

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

The prices offered in your Cost Proposal are:

- lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
- equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
- higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
- not applicable. Please explain below.

The services provided by CORE are based solely on the Client's needs in each situation. All costs associated with each program will be detailed in the scope of each response.

**4.1.4. Additional Savings.** Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.

N/A

**4.1.5. Cost of Shipping.** Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.

N/A

**4.1.6.** Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.

NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 - Pricing.

N/A

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

The services provided by CORE are based solely on the Client's needs in each situation. All costs associated with each program will be detailed in the scope of each response.

# Go-To-Market Strategy



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

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

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

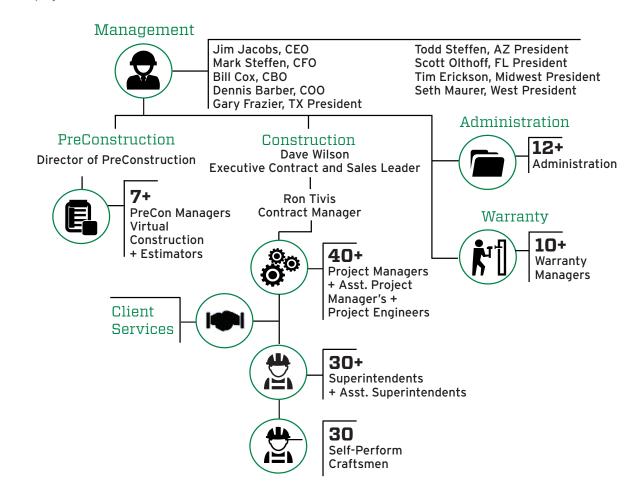
- 1. Executive Contact Dave Wilson
- 2. Contract Manager Ron Tivis
- 3. Sales Leader Dave Wilson
- **4. Reporting Contact -** Gina Smith
- 5. Marketing Contact Alli Linaman

Please see CORE's Organizational Chart to the right. Resumes are included on pages 11-12.



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

CORE employs an in-house sales team.





### **EXECUTIVE CONTACT | SALES LEADER**

### **Dave Wilson**

### HOW WILL DAVE SERVE CCOG?

Dave has been in the construction industry for 27 years. Dave plays an important advisory role and is extremely hands-on with every project. His broad knowledge base and experience in the industry is demonstrated through his strong leadership skills and project performance. He has completed hundreds of projects in K-12, higher education, commercial, retail, multi-family, and residential, which has given him an extensive understanding of the many challenges that customers face and the ability to identify creative solutions. Dave will ensure that the team is meeting and/or exceeding all schedule and budget expectations and providing quality services to deliver a successful project.

### RELEVANT EXPERIENCE

### University of North Texas Sage Hall Renovations

Denton, TX Value: \$2,018,544 Size: 25,000 SF

Role: Executive Contact | Sales Leader

### Stephen F Austin State University Central Plant No. 1 Expansion

Nacogdoches, TX Value: \$3,755,911

Role: Executive Contact | Sales Leader



27
YEARS OF INDUSTRY EXPERIENCE

CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour First Aid/CPR Certified



### CONTRACT MANAGER

### **Ron Tivis**

### HOW WILL RON SERVE CCOG?

Ron has been in the construction industry for over 20 years, and has worked on a wide range of impressive projects. As Contracts Manager, he brings his detailed approach to problem solving and commitment to continuous improvement. Ron easily develops relationships with staff and building partners which will allow the new Program to begin smoothly. His deep understanding and investment in the success of the CCOG/Equalis will benefit all involved and ensure a true partnership.

### RELEVANT EXPERIENCE

## Texas Women's University Parking Lot

Denton, TX Value: \$3,900,000 Size: 335,500 SF

Role: Operations Manager

### University of North Texas Sage Hall Renovations

Denton, TX Value: \$2,018,544 Size: 25,000 SF

Role: Operations Manager



YEARS OF INDUSTRY EXPERIENCE

### **EDUCATION**

B.A., Management, *Northwood University* 



### REPORTING CONTACT

### Gina Smith

### **HOW WILL GINA SERVE CCOG?**

Gina brings expertise as well as construction budget accounting, having worked with large and small districts throughout Texas. She will be responsible for program accounting, monthly project reporting, and budget management. Gina will conduct financial due diligence and apply accounting procedures while also analyzing and gathering data from many sources to ensure your program stays on budget.



Texas Women's University Parking Lot

Denton, TX Value: \$3,900,000 Size: 335,500 SF Role: Invoicing

University of North Texas Sage Hall Renovations

Denton, TX Value: \$2.018,544 Size: 25,000 SF Role: Invoicing



**INDUSTRY EXPERIENCE** 



### MARKETING CONTACT

### Alli Linaman

### HOW WILL ALLI SERVE CCOG?

Alli is responsible for overseeing and setting marketing and brand standards for CORE. She works closely with company leadership and Business Development to ensure that our Clients have the best experience while partnering with us and that we are always finding new and unique ways to serve them and their communities. Her passion for our culture and continuous improvement is contagious and will prove to be an asset to CCOG/Equalis.

### RELEVANT EXPERIENCE

Fort Worth Independent School District 2021 Capital Improvement **Program** 

Fort Worth, TX Value: \$1,200,000,000 Size: 27 Projects

Role: Marketing Director

### Fort Worth Independent School District 2017 Capital Improvement **Program**

Fort Worth, TX Value: \$750,000,000 Size: 32 Projects

Role: Marketing Director



**INDUSTRY EXPERIENCE** 

### EDUCATION

Mass Communications, University of South Florida

12

### **GO-TO-MARKET STRATEGY**

### 5.2. Contract Implementation Strategy & Expectations

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

CORE will proactively work to negotiate an acceptable contract.

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

CORE plans to market and promote this contract as we would any other contract with our organization's current Go-to-Market strategy detailed below.

### STEP 1

- a. CORE will issue an approved, co-branded press release within the first 30 days.
- **b.** CORE's Marketing Department will post on our website and social media accounts.
- c. CORE will mail an announcement of our award to our database of existing Clients and potential Clients.
- **d.** CORE will work with CCOG/Equalis to create co-branded collateral pieces, including a profile sheet to include in our brochures.
- e. CORE will advertise our award in regional and national publications.
- **f.** CORE regularly participates in over 50 national conferences and trade shows for organizations that support the public sector, and we will promote CCOG/Equalis and Equalis Group at these events.
- **g.** CORE will establish a dedicated link on our company website. We will post our due diligence and featured projects on this site, including a summary of the contract and services offered. A link to this information will be provided on our brochures as well as our website.

### STEP 2

CORE will reach out to all Clients who have historically used this type of contract and proudly notify them of our current standing with CCOG/Equalis. In addition, CORE will seek to provide services to new school districts, municipalities, and all other public Clients.

#### STEP 3

We will immediately promote this contract in our current 20+ offices across the country. In years to follow, as we grow into new markets, we will continue to promote the CCOG/Equalis contract to drive growth.

CORE will also seek to enroll in any Equalis training seminars or sessions that are provided. We will hold web-based meetings with representatives in each of our offices to review the terms and conditions. The goal will be to use the CCOG/Equalis contract to expand into new markets and expand existing markets by adding new Clients.

CORE is also open to advice and suggestions from the CCOG/Equalis. CORE has been assisted greatly in the past as to how the contract is to be implemented and how best to drive it.

**5.2.3.** Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract? Our primary sales objective for the next five years is **Year 1: \$10M, Year 2: \$12.5M, Year 3: \$15M, Year 4: \$20M, and Year 5: \$20M.** Along with monetary goals, we aim to add further value by expanding your network with five (5) new Client Districts.

# Admin Fee & Reporting



### 6. ADMIN FEE & REPORTING

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

**6.1.1.** Administrative Fee. Equalis Group only generates revenue when the Winning Supplier wins business based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is a half of one percent (0.5%) of the Total Project Value, as defined in the Administration Agreement template, for which the Winning Suppliers services were rendered. The Administrative Fee terms are disclosed in the Attachment A - Model Administration Agreement.

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

CORE uses a completion milestone-based billing structure with our Clients. CORE will report monthly on the projects that have been engaged as a part of the Cooperative award but can only agree to the remittance of administrative fees based on received payments "Cash-Basis" from the Client. A copy of the milestone billing schedule will be included at the time of engagement.

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

The administrative fee will be calculated on the Client invoice. Upon invoice payment, the fee portion will be recorded in a liability account. During the monthly close cycle, the liability account will be analyzed and settled.

An on-site survey is the first step in performing a comprehensive audit. Equipment and building controls are evaluated and detailed information regarding the age, condition, reliability, resiliency, and energy efficiency (where applicable) is documented using checklists, observation notes, and photos. CORE's survey team also gathers data from the facility's computerized maintenance management software (CMMS) and building automation system (BAS) where available. For example, work orders are reviewed for the purpose of identifying infrastructure-related issues that are frequent, recurring, or systemic. Additionally, equipment trend data is gathered for use during the Analysis Phase. Additional walk-throughs of each building during the on-site survey will provide a firm understanding of the building control, mechanical, lighting, and domestic water systems. While on-site and throughout the survey process, our team will periodically meet with facilities management personnel to gather additional information about the facility, including operational challenges, equipment maintenance processes and histories, comfort issues, and other related criteria to be addressed throughout the project. CORE typically meets with administrative, financial, and facilities management decision-makers to discuss priorities and long-term plans. Taking CCOG/Equalis's future needs into consideration during the planning stage ensures that the final project not only meets current needs but will also support future changes.



www.coreconstruction.com



OWNER ADVOCATE SERVICES FOR

# Capital Improvement Project Management

RFP #COG-2142 | SUPPLEMENTAL INFORMATION







6320 Research Rd. Frisco, TX 75033 T: 972-668-9340

DUE: 03-10-2023 | 3:00 PM EST

ELECTRONIC

### OTHER REQUIRED PROPOSAL FORMS

### PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged 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.
	(The rest of this page is intentionally left blank)

CORE | RFP #COG-2142 | CCOG AND EQUALIS GROUP | CAPITAL IMPROVEMENT PROJECT MANAGEMENT

### OTHER REQUIRED PROPOSAL FORMS

### 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.

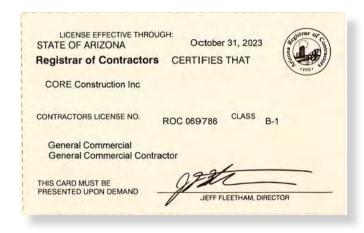
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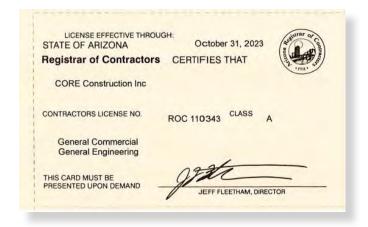












### \*\*\* THIS LICENSE EXPIRES ON 10/31/2024 \*\*\*

YERIFY the QUALIFYING PARTY ("Qualifier") name(s) on this license is accurate. If a Qualifier ceases to serve this license, you must notify the board in writing (mail or email) within 15 business days for your license to remain Active. Failure to notify the board of a qualifier loss will result in immediate license cancellation and disciplinary action.

CCB 1078634

LICENSE#: CLG.120463

South Carolina Department of Labor, Licensing and Regulation Contractor's Licensing Board

GENERAL CONTRACTOR

CORE CONSTRUCTION INC DBA: CORE CONSTRUCTION MANAGEMENT INC

3036 EAST GREENWAY ROAD PHOENIX AZ 85032

licensed to practice in the 2-letter Classification(s) and Group# listed below:

• Building-BD5

**LICENSE EXPIRATION DATE: 10/31/2024** 

(If this license has "Limited Building" licensee limited to 3 stories in height)

GENERAL CONTRACTOR

LICENSE#: CLG.120463

CORE CONSTRUCTION INC
DBA: CORE CONSTRUCTION MANAGEMENT INC

Initial Issue Date: 11/28/2016 - Expiration Date: 10/31/2024

Qualifier(s): GARY LEE WENK

License Group# Limitations - \$ Amount Per Job/Project:

Group #1 - \$50,000 Group #2 - \$200,000 Group #3 - \$500,000

Group #4 - \$1,500,000 Group #5 - \$Unlimited

Mally Die

CCB 1078634

[It is at the discretion of this licensee to designate whomever they choose to pull permits and conduct business in their behalf.]









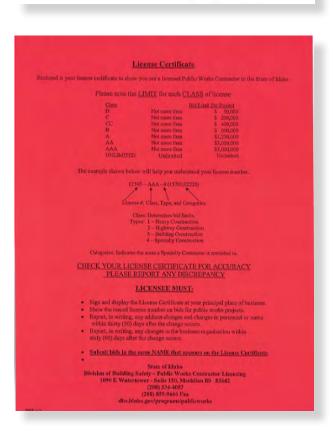


3311003
860433249
Todd Steffen
CAPITOL CORPORATE SERVICES INC

Contractor Information	Registration	History
and a supplementary	Effective Date	Expiration Date
Legal Entity Name	- Andrewski	hi mark
CORE West, Inc.	06/21/22	06/30/24
Legal Entity Type		
Corporation		
Status		
Active		
Registration Number		
PW LR 1000929069		
Registration effective date		
06/21/22		
Registration expiration date		
06/30/24		
Mailing Address		
11601 Blocker Dr. Suite 215 Auburn 95603 CA United		
Physical Address		
11601 Blocker Dr. Suite 215 Aubum 95603 CA United		
Email Address		
shawnqlasser@ccq-services.com		
Trade Name/DBA		
License Number (s)		
CSLB 1092404		

Legal Entity Information	
Corporation Entity Number:	202111810791
Federal Employment Identification Number:	880214666
President Name:	Seth Lee Maurer
Vice President Name:	The state of the s
Treasurer Name:	
Secretary Name:	
CEO Name:	
Agency for Service:	
Agent of Service Name:	CAPITOL CORPORATE SERVICES, INC.
Agent of Service Mailing Address:	455 CAPITOL MALL COMPLEX STE 217 SA
re force cum/ContractorSearch/registrationSearchDelai/s7/id=s1R(00000048);JPE/	AY:

CERTIFICATE OF QUALIFICATION to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS to the STATE OF INDIANA CORE CONSTRUCTION INDIANALLIC 833 W LINCOLN HWY STE 120W SCHERERVILLE IN 46375 Phone 219-961-4325 Fax 219-961-4326 Company Official TIM ERICKSON for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate 1542.00A Inst. Bldgs.(Hospitals, Schools, Prisons)>\$10,000,000 1542.00B Inst. Bldgs.(Hosp., Schl., Prsn.)>\$1,000,000, <\$10,000,000 1342.00 Institutional Bidgs (Hospitals, Schools, Prisons) 1542.01 Institutional Bidgs (Hospitals, Schools, Prisons) 1542.02 Commercial Buildings (Offices, Stores, Restaurants) 1542.04 Additions, Alterations, Remodeling, and Repair EXPIRATION DATE 4/6/2025 THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD, 402 WEST WASHINGTON STREET, ROOM WHYS, INDIANAPOLIS, INDIANA 46/09, AUSO ACTS AS THE OFFICIAL NOTICE OF EXPRATION. Tracy L Cross, Executive Secretary
Certification Board DAPW PQ2 State Form 3983R Rev. 07/06











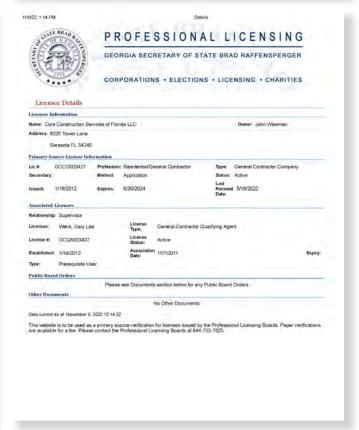














### State of Florida Department of State

I certify from the records of this office that CORE CONSTRUCTION SERVICES OF FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 18, 2008.

The document number of this limited liability company is L08000059802.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 12, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of March, 2022





Tracking Number: 0351285317CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Division of Occupational and Professional Licenses
Department of Self Governing Agencies

The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

CORE WEST INC SETH MAURER, ET AL 7150 CASCADE VALLEY COURT LAS VEGAS NV 89128

Russell S. Barron Division Admin

RCE-41083 Number 01/14/2024 Expires

CORE WEST INC SETH MAURER, ET AL 6320 RESEARCH RD. FRISCO TX 75033 Your registration must be shown on demand.



carry this copy

display this copy

01/06/2023

Division of Occupational and Professional Licenses Department of Self Governing Agencies

The person named has met the requirements for registration and is entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

CORE WEST INC SETH MAURER, ET AL 7150 CASCADE VALLEY COURT LAS VEGAS NV 89128

Russell S. Barron Division Admin

RCE-41083 Number 01/14/2024 Expires

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### CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE

LICENSE NUMBER: 237896
EXPIRATION DATE: 10/18/2023
ENTITY TYPE: Corporation

CONSTRUCTION CONTRACTORS BOARD

CORE WEST INC 6320 RESEARCH ROAD FRISCO TX 75033 POCKET CARD

POCKET CARD

Fold and detach
along
perforation

LICENSE CARD

T T T T

# STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD

This document certifies that:

CORE WEST INC 6320 RESEARCH ROAD FRISCO TX 75033

is licensed in accordance with Oregon Law as Commercial General Contractor Level 1

LICENSE NUMBER: 237896

EXPIRATION DATE: 10/18/2023

**ENTITY TYPE: Corporation** 

#### **OVERVIEW & QUALIFICATIONS**



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2023

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 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).

	0.140.00(0).			
PRODUCER	1-469-430-1450	CONTACT NAME:		
Glenn Allen Insurance and S	urety Brokers, LLC	PHONE (A/C. No. Ext):	FAX (A/C, No):	
5205 McClellan Dr		E-MAIL ADDRESS:		
Frisco, TX 75036		INSURER(S) AFFORDING COVERAGE		NAIC #
111000, 111 / 5000		INSURER A: Arch Insurance Company	11150	
INSURED		INSURER B: Starr Indemnity and Liabilit	ty Company	38318
CORE Construction Services	of Texas, Inc.	INSURER C: Arch Indemnity Insurance Con	npany	30830
6320 Research Rd		INSURER D: Arch Specialty Insurance Con	npany	21199
Frisco, TX 75033		INSURER E:		
Frisco, 1X /5033		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 67892616	REVISION NUI	MBER:	

COVERAGES

CERTIFICATE NUMBER: 67892616

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.

	XCLUSIONS AND CONDITIONS OF SUCH							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	х	х	41PKG8896114	03/01/23	03/01/24	EACH OCCURRENCE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000
	POLICY X PRO- JECT LOC							\$
A	AUTOMOBILE LIABILITY	х	х	41PKG8896114	03/01/23	03/01/24	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
В	UMBRELLA LIAB X OCCUR			1000584947231	03/01/23	03/01/24	EACH OCCURRENCE	\$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		х	44WCI8946714 (AOS)	03/01/23	03/01/24	X WC STATU- TORY LIMITS OTH- ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	x	41WCI8896014 (FL)	03/01/23	03/01/24	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	, A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.E. BIOLINGE I GLIGIT LIMIT	\$ 1,000,000
D	Prof/Poll Liability			CPP0060180-06	03/01/23	03/01/24	\$5M Claim/\$10M Agg	250,000SIR
	<u>.</u>							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance Only.

CERTIFICATE HOLDER	CANCELLATION
CORE Construction Services of Texas, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
6320 Research Rd	AUTHORIZED REPRESENTATIVE
Frisco, TX 75033	David Burkman

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#### 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
$\boxtimes$	No

#### PROPOSAL FORM 6: MANDATORY DISCLOSURES

#### 1. Mandatory Contract Performance Disclosure.

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

Provide statement here. N/A

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

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

Provide statement here. N/A

#### PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?	
□ Yes	
⊠ No	
If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be update from time to time upon CCOG's approval.	ted
Bidder Response: Click or tap here to enter text.	
(The rest of this page is intentionally left blank)	

#### PROPOSAL FORM 8: 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, Dave Wilson, hereby certify and affirm that <u>CORE Construction</u>, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

#### AND

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

#### AND

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

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

- I, Dave Wilson, hereby certify and affirm that <u>CORE Construction</u> either is not subject to a finding for recovery under <u>ORC Section 9.24</u>, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.
- I, Dave Wilson, hereby affirm that this proposal accurately represents the capabilities and qualifications of <u>CORE Construction</u>, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

#### PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature:

Printed Name: Dave Wilson

Company Name: CORE Construction

6320 Research Road, Frisco, TX

Mailing Address: 75033

Email Address: davewilson@coreconstruction.com

Job Title: Executive Contact | Sales Leader

#### **PROPOSAL FORM 10: 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: Dave Wilson

Mailing Address: 6320 Research Road, Frisco, TX

75033

Signature

Title of Signatory: Executive Contact | Sales Leader

#### **PROPOSAL FORM 11: LOBBYING CERTIFICATIONS**

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

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

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

Signature:

Date:

March 10, 2023

#### **PROPOSAL FORM 12: 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 Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the 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: March 10, 2023

#### **PROPOSAL FORM 13: BOYCOTT CERTIFICATION**

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

Does Bidder agree? \_

(Initials of Authorized Representative)

#### PROPOSAL FORM 14: 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 mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

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

Does Bidder agree?

(Initials of Authorized Representative)

#### 2. Termination for Cause or Convenience

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

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

Does Bidder agree?

(Initials of Authorized Representative)

#### 3. Equal Employment Opportunity

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

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

Does Bidder agree?

(Initials of Authorized Representative)

#### 4. Davis-Bacon Act

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

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

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

Does Bidder agree?

(Initials of Authorized Representative)

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

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

Does Bidder agree?

(Initials of Authorized Representative)

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

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

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

Does Bidder agree?

\_\_\_\_\_ (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?

(Initials of Authorized Representative)

#### 8. Debarment and Suspension

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

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

Does Bidder agree?

(Initials of Authorized Representative)

#### 9. Byrd Anti-Lobbying Amendment

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

Does Bidder agree?

#### 10. Procurement of Recovered Materials

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

Does Bidder agree?

(Initials of Authorized Representative)

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

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

Does Bidder agree?

(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? \_

(Initials of Authorized Representative)

#### 13. Domestic preferences for procurements

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

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

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

Does Bidder agree? \_

(Initials of Authorized Representative)

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

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

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.
Does Bidder agree?(Initials of Authorized Representative)
15. Applicability to Subcontractors
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.
Does Bidder agree?(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: <u>Dave Wilson</u>

Company Name: <u>CORE Construction</u>

Mailing Address: 6320 Research Road, Frisco, TX 75033

Job Title: <u>Executive Contact | Sales Leader</u>

#### **PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS**

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available	$\boxtimes$	Yes
to public agencies in the State of Arizona?		No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, 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 could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

#### AZ Compliance with Federal and State Requirements

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

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

#### AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

#### **AZ Contractor Employee Work Eligibility**

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

#### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations

increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

#### Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

#### Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

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

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

Does Bidder agree?

(Initials of Authorized Representative)

Date: \_ March 10, 2023

#### **PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS**

<u>Please answer the following question. If yes, please complete Proposal Form 15.</u>

Does the awarded supplier intend to make their products and services available to	$\boxtimes$	Yes
public agencies in the State of New Jersey?		No

In the event the Awarded Supplier 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 could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

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:	CORE Construction				
Street:	6320 Research Road				
City, State, Zip Code:	Frisco, TX, 75033				

#### 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, Dave Wilson, an authorized representative CORE Construction, 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 cert knowledge ar	fy that the statements and information contained herein, are complete and correct to the best of my d belief.
Signa ture:	DIJU
Date:	March 10, 2023

B. Non-Collusion Affidavit

Bidder Name: CORE Construction

Street Address: 6320 Research Road

City, State Zip: Frisco, TX 75033

State of Texas

County of Collin

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

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

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

Authorized signature:

Job Title: Executive Contact | Sales Leader

Subscribed and sworn before me

this 10th day of March , 2023

Notary Public of Texas

My commission expires September 11, 2023

SEAL



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

Company Name: CORE Construction

Street Address: 6320 Research Road

City, State, Zip Code: Frisco, TX 75033

#### **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 <u>Federal Letter of Affirmative Action Plan Approval</u>
- A photo copy of their <u>Certificate of Employee Information Report</u>
   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: Executive Contact | Sales Leader

Date: March 10, 2023

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,

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

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

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

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

#### D. C. 271 Political Contribution Disclosure Form

#### **PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- 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 <a href="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</a> 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.

#### CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey 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:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <a href="N.J.S.A.">N.J.S.A.</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> <u>N.J.S.A.</u> 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 Info	ormatio	n				
Vendor Name:		CORE Cons	struction			
Address:	6320	Research R	oad			
City: Frisco				State:TX		Zip:75033
						provided herein represents structions accompanying this
DIJUL			Dave Wilso	n	Ε	xecutive Contact   Sales Leade
Signature of Vend	or		Printed Na	me		Title
contributions (more government entities  Check here if december 100 Contributor Name	s listed lisclosur	on the form	provided by	the local unit. ic form.	prior to submis	sion to the committees of the
N/A			пестристе			\$
,						7
Check here if t	he infor	mation is co	ntinued on s	subsequent page(s)		•

List of Agencies with Elected Officia	als Required for Political Con	tribution Disclosure
N.J.S.A. 19:44A-20.26		
County Name:		
State: Governor, and Legislative Lea	dership Committees	
Legislative District #s:		
State Senator and two members of	the General Assembly per dis	trict.
County:		
Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	
		ss of title):  FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-
BASED, CUSTOMIZABLE FORM.  E. <u>Stockholder Disclosure Certif</u>	fication_	
Name of Business:		
$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $		ne addresses of all stockholders holding 10% or more of
□ I certify that no one stockh	OR polder owns 10% or more of the	he issued and outstanding stock of the undersigned.
□ recently that no one stocking	loider Owns 1070 or more or th	the issued and outstanding stock of the undersigned.
Check the box that represents the t	type of business organizatior	n:
☐ Partnership		
☐ Sole Proprietorship		
$\square$ Limited Partnership		
☐ Limited Liability Corporation	on	
<ul> <li>Limited Liability Partnershi</li> </ul>	р	
☐ Subchapter S Corporation		
Sign and notarize the form below, a	and, if necessary, complete t	he stockholder list below.
Stockholders:		
Name: Stockholder Name	N	lame: Stockholder Name
Home Address:	н	lome Address:
Home Address	Н	lome Address
Name: Stockholder Name		lame: Stockholder Name
Name. Stockholder Name	IN	iame, Stockholder Name

#### PROPOSAL FORM 17: 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:

(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 18: 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.

$\times$	Bidder agrees to all terms and conditions outlined in the <b>Attachment A - Sample Administration</b>
Agreem	<u>nent</u> .
	Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample
Adminis	stration Agreement. Negotiations will commence after CCOG has completed contract award.

#### PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

**CORE Construction** 

Company Name

### 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.

Address		6320 Research Road				
City/Stat	te/Zip	Frisco, TX 75033				
Phone N	lumber	972-668-9340				
Email Ad	mail Address davewilson@coreconstruction.com					
Printed I	Name Dave Wilson					
Job Title		Executive Contact   Sales Leader				
Authorized Signature						
Initial Ter	m of the Mast	er Agreement				
Contract	Effective Date:	May 1, 2023				
Contract	Expiration Date	e: April 30, 2027				
Contract	Number:	COG-2142 A				
		( <b>Note</b> : Contract Number v countersigning.)	vill be ap	plied prior to CCOG and Equalis Group		
6001 Coc	erative Counci hran Road, Sui I, Ohio 44139	l of Governments, Inc. te 333	Equalis Group, LLC. 5550 Granite Parkway, Suite 298 Plano, Texas 75024			
By:	Franklyn A. Co ranklyn A. Corlett (May 3, 202		By:	Cric Merkle		
Name:		Franklyn A. Corlett	Name:	Eric Merkle		
As:	CCOG Board President		As:	EVP, Procurement & Operations		
Date:	May 3, 2023		Date:	May 3, 2023		

# Agreement - CCOG & CORE (Owner Advocate Master) - 2023.05.01 (Redacted)

Final Audit Report 2023-05-03

Created: 2023-05-03

By: David Robbins (drobbins@equalisgroup.org)

Status: Signed

Transaction ID: CBJCHBCAABAA5nDfv8g3tonK2rbpz68CajL9yRX4McE\_

## "Agreement - CCOG & CORE (Owner Advocate Master) - 2023. 05.01 (Redacted)" History

- Document created by David Robbins (drobbins@equalisgroup.org) 2023-05-03 2:30:20 AM GMT- IP address: 23.126.70.39
- Document emailed to fcorlett@solonohio.org for signature 2023-05-03 2:36:54 AM GMT
- Email viewed by fcorlett@solonohio.org 2023-05-03 11:58:36 AM GMT- IP address: 64.85.173.2
- Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett 2023-05-03 12:03:10 PM GMT- IP address: 64.85.173.2
- Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)

  Signature Date: 2023-05-03 12:03:12 PM GMT Time Source: server- IP address: 64.85.173.2
- Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature 2023-05-03 12:03:15 PM GMT
- Email viewed by Eric Merkle (emerkle@equalisgroup.org) 2023-05-03 12:26:35 PM GMT- IP address: 104.47.56.254
- Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
  Signature Date: 2023-05-03 12:27:38 PM GMT Time Source: server- IP address: 216.201.207.58
- Agreement completed.
   2023-05-03 12:27:38 PM GMT