

## Equalis Group Contract Information Sheet

### Contract Information

Awarded Vendor:	CORE Construction
Contract Number:	R10-1166B
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at [equalisgroup.org](https://equalisgroup.org).

### RFP Process Information

RFP Number:	RFP R10-1166
RFP Title:	Job Order Contracting (JOC)
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	72
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT #
of Responses Submitted:	14
Number of Awarded Vendors:	5
Date of Board Approval:	June 19, 2024

### Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

### Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover as much geographical area as possible for the national Equalis Group membership while limiting awards to only the number of awardees deemed to be competitive and advantageous for the membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org), or 972-348-1184.

## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2024, by and between \_\_\_\_\_  
CORE Construction ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Job Order Contracting ("the products and services").*

### RECITALS

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

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

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

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

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

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

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

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

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

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

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

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

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

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

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

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

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.
- 8.3 **Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

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

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

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

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

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

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

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

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

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

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

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

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



- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall notify participating agency of any/all subcontract proposed to complete the work prior to commencing work on the project. The Vendor shall provide notification in a timely manner, allowing the participating agency sufficient time for requisite review. Participating agencies explicitly reserve the right to reject any proposed subcontractor. Pursuant to relevant legal provisions, participating public agencies retain the right to request verification of compliance and to confirm said compliance from any subcontractor engaged in activities under this Agreement. Any/all subcontracts selected by Vendor shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

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

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

**PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

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

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

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

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

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

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

**PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

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

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name CORE Construction  
 Address 6320 Research Rd.  
 City/State/Zip Frisco, TX 75033  
 Telephone No. 214-885-1039  
 Fax No. N/A  
 Email address garyaanenson@coreconstruction.com  
 Printed name Gary Aanenson  
 Position with company Executive Vice President  
 Authorized signature 

Term of contract July 1, 2024 to June 30, 2026

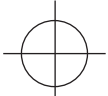
Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
 Jana Melsheimer (Jun 19, 2024 15:34 CDT)  
 Region 10 ESC Authorized Agent

Jun 19, 2024  
 Date

Dr. Jana Melsheimer  
 Print Name

Equalis Group Contract Number R10-1166B



JOC is what we do.



RESPONSE TO REQUEST FOR PROPOSAL #R10-1166 FOR:

# Job Order Contracting



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

DUE: 04-26-24 | 2:00 PM

[PDF FILE](#)

#R10-1166

# Cover Letter

April 26, 2024



Mr. Clint Pechacek  
Purchasing Consultant  
Education Service Center, Region 10  
400 E. Spring Valley Rd.  
Richardson, TX 75081

## RE: REQUEST FOR PROPOSAL | JOB ORDER CONTRACTING | #R10-1166

Dear Mr. Pechacek and Selection Committee Members:

CORE Construction (CORE) is pleased to submit our statement of qualifications to provide Job Order Contracting (JOC) Services for Region 10 Education Service Center (Region 10 ESC) and Equalis Group. CORE understands the importance of Region 10 ESC and Equalis Group's mission to serve the learning community through responsive innovative educational solutions, and offer a proven team of construction professionals with significant JOC experience who are committed to achieving those solutions. Our team is available and eager to provide exceptional JOC services for Region 10 ESC and Equalis Group. Below are a few reasons why CORE is uniquely qualified to exceed Region 10 ESC and Equalis Group's expectations:

**DEDICATED JOC TEAM:** CORE is 100% dedicated to being experts in the field and providing exceptional JOC services. We work tirelessly to serve our Clients by providing quick response times, qualified Trade Partners (defined subcontractors, vendors, and suppliers), accurate estimates, trained professionals and quality construction, all of which are essential to successful JOC operations. By mastering these professional services, CORE has completed all awarded JOC projects within their budget and schedule.

**TEAM EXPERIENCE WITH REGION 10 ESC AND EQUALIS GROUP:** CORE strategically selected a project team based not only on their experience and expertise on similar JOC projects, but also on their familiarity with Region 10 ESC and Equalis Group. Together, we have successfully completed numerous contracts with Region 10 ESC and Equalis group. Dave Wilson, Ron Tivis, and James Norwine have each worked with Region 10 ESC and Equalis Group, and are committed to ensuring the continued success of our partnership. We are looking forward to the opportunity of continuing to serve you and are confident that we can successfully complete JOC projects to a quality that exceeds the expectations of Region 10 ESC and Equalis Group.

**LOCAL COMPANY | NATIONAL RESOURCES:** Generally, you have two options when selecting a construction partner. You can choose a local team but sacrifice the resources of a national organization, or you can choose a national builder but sacrifice the local touch. At CORE, we believe you should have the best of both worlds. Our team is committed to delivering the high-quality services of a nationwide leader, while using a local workforce to create responsive and innovative educational solutions that meet your needs and strengthen Region 10 ESC and Equalis Group.

Thank you for your review and consideration of our qualifications within this response. Our entire team looks forward to the opportunity to serve Region 10 ESC and Equalis Group.

Respectfully Submitted,

Dave Wilson | National Director of JOC





## 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 1 is a separate attachment (attachment B).

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



**PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:



**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:



**PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**



**PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**



**PROPOSAL FORM 5: DEBARMENT NOTICE**



**PROPOSAL FORM 6: LOBBYING CERTIFICATION**



**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**



**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**



**PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**



**PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**



**PROPOSAL FORM 11: RESIDENT CERTIFICATION**



**PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**



**PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**



**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**



**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**



**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**



**PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**



**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**



**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**



**PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**



**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**



**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

(The rest of this page is intentionally left blank)

The image shows the exterior of a modern school building at dusk. A long, covered walkway with a wooden slat ceiling and recessed linear lighting runs along the side of the building. The walkway is supported by several tall, square columns made of light-colored brick. To the left, there is a large glass entrance. In the background, a large mural of a tiger's head is visible on the building's facade. The word "WORTHINGTON" is partially visible on a building to the right. Several students are walking along the path, and a person is sitting on the ground in the foreground. The sky is a deep twilight blue.

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**1**

# Proposal Pricing



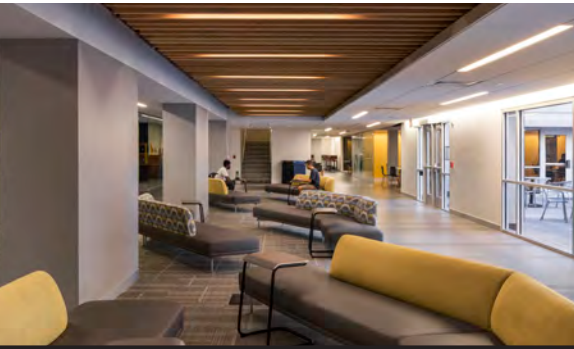
### Proposal Form 1: Attachment B - Pricing

In addition to the below "Proposal Form 1: Attachment B - Pricing," CORE has attached in a separate document, pricing in the "attachment B Excel form" provided in the RFP packet.

State, Region or City	Regular Hours Coefficient*	After Hours Coefficient
Alabama		
Alaska		
Arizona	0.99	1.06
Arkansas		
California	1.15	1.2
Colorado	1.05	1.1
Connecticut		
Delaware		
District of Columbia		
Florida	0.99	1.06
Georgia		
Hawaii		
Idaho	1.1	1.15
Illinois	0.99	1.06
Indiana	0.99	1.06
Iowa		
Kansas	1.06	1.11
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada	1.18	1.23
New Hampshire		
New Jersey		
New Mexico	1.06	1.11
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma	1.03	1.08
Oregon		
Pennsylvania		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas	0.96	1.01
Utah		

Proposal Form 1: Attachment B - Pricing (cont.)

Vermont		
Virginia		
Washington		
West Virginia		
Wisconsin		
Wyoming		
Other (Respondent to add any other region or city below)		
Chicago, IL	1.3	1.35



87

Years in Business



\$700M

In JOC Projects



5,000+

JOC Projects Completed



A modern children's library interior. The room features a large, stylized tree sculpture with green, angular leaves and a brown trunk, positioned in the center. The ceiling is high with a grid of green panels and several white cylindrical pendant lights. The walls are light-colored with horizontal panels. Bookshelves filled with books line the walls. In the foreground, there are several white rectangular tables with orange chairs. To the right, there are blue armchairs. The floor is a light brown wood. The overall atmosphere is bright and inviting.

# 2

## Questionnaire & Evaluation Criteria

## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	CORE Construction
	<i>What is the mailing address of your company's headquarters?</i>	6320 Research Rd., Frisco, TX 75033
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Contact Name: Dave Wilson Title: National Director of JOC Email Address: davewilson@coreconstruction.com Phone Number: 214-684-9320
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>Do you offer any incentives for customers? If yes, please describe.</i>	CORE offers customers 1% discount per calendar year of three months of PO's received.



Ability of Customers to verify that they received contract pricing	<i>Describe your process for verifying work orders and estimations with a customer, including any methodology used to minimize the use of micro estimating and change orders.</i>	A site walk of the project will be scheduled with the Region 10 ESC and Equalis Group to review the scope of work. Once the walk is complete CORE will document the scope of work and provide it to Region 10 ESC and Equalis Group for review and clarification, as well as approval. Once approval of scope is provided by Region 10 ESC and Equalis Group, CORE will compile a line-item estimate using RS Means based estimating tool. The line-item estimate will be submitted to Region 10 ESC and Equalis Group with a lump sum proposal. The scope discussions and project clarification change orders will be minimal if not eliminated. Change orders should only occur if the client changes the project scope after a PO has been issued.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Unless otherwise defined by the contract, CORE will submit electronically an AIA pay application document monthly for work completed each month. CORE accepts EF payments in CTX, CPT, etc. formats. In addition, CORE accepts payment by check.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Job order contracting experience and capabilities	<i>Please provide a high-level overview of the job order contracting services being offered and how they address the scope being requested herein.</i>	JOC estimating and proposing is designed to be a timely process that benefits all involved parties. Once we are engaged by a Client or a potential project the process begins. If drawings are available we begin reviewing to develop a scope of work. If drawings are not available, we conduct a site walk of the project with the Client. Once the scope is agreed upon by the Client, CORE will begin the estimating process using RS Means. Our turn-around of estimate and proposal of work typically occurs within two weeks of the site walk. CORE has completed over 5,000 JOC projects exceeding \$700M in JOC contract value for over 100 Clients.
	<i>Describe your company’s past experience with Job Order Contracting estimating and include specific examples of other cooperatives and/or public agencies where you have performed these services.</i>	JOC estimating and proposing is designed to be a timely process that benefits all involved parties. Once we are engaged by a client or a potential project the process begins. Of drawings are available we begin reviewing to develop a scope of work, if drawings are not available, we conduct a site walk of the project with the client. Once the scope is agreed upon by the client CORE will begin the estimating process using RS Means. Our turn-around of estimate and proposal of work typically occurs within 2 weeks from the site walk. CORE has completed over 2000 JOC projects exceeding \$300M in JOC contract value for over 100 different clients. CORE’s experience with JOC cooperative work is exemplified through our Client relationships as well as our partnerships with cooperatives such as Equalis. Please refer to pages 20-21 to review a list of public agencies that CORE has worked with. Additional examples can be provided upon request.
	<i>Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards.</i>	The bidding process for this project will start with a Trade Partner list that is generated and circulated among the team for input and recommendations. The firms identified will be invited to prequalify with CORE if they have not already done so. CORE will also host a Trade Partner Fair to inform the local community about each project and how to participate. CORE will strive to incorporate as many local and M/W/V/DBE Trade Partners in the process as possible. Everything about the Bidding Phase is open-book and transparent. You will be able to see into our process at any time and every level.

		<p>After receipt of pricing, every Trade Partner proposal shall first be evaluated for completeness of scope. From there, our team will work in collaboration with Region 10 ESC and Equalis Group to narrow the prequalified Trade Partner list to a minimum of three responsible bidders for each scope of work identified in the project documents.</p> <p>The next step is a face-to-face meeting with the Trade Partner that provides the lowest, most responsible price/bid. This interview includes an in-depth scope review session to ensure the Trade Partner has complete scope understanding. If the Trade Partner has “scope holes,” we will allow the Trade Partner to make their bid complete. The ultimate result is Region 10 ESC and Equalis Group benefiting from a Trade Partner that is highly qualified, understands the project and delivers financial value. Together, CORE and Region 10 ESC and Equalis Group will be able to consider all variables in the decision, and will have the complete knowledge in order to select effective Trade Partners to join our team. CORE will ensure Trade Partners comply with local, state, and federal requirements as well as industry standards through our Trade Partner vetting, accounting, project management, safety standards and insurance qualification processes.</p>
	<p><i>Outline applicable innovative solutions or value-added services that differentiate your company from competitors.</i></p>	<p><b>VIRTUAL CONSTRUCTION</b></p> <p>A unique resource that CORE offers to our Clients is our Virtual Construction (VC) Services. We believe VC is key to a successful project as it creates an efficient process to avoid problems during construction.</p> <p>Virtual Construction is the development and use of a computer software model to simulate the construction and operation of a building. The use of VC improves planning, design and construction processes; while allowing us to test building components, investigate problems and build projects long before we experience schedule issues and a loss of productivity in the field.</p> <p>There is no better tool that exists to mitigate the risk of a project than VC. With VC, the best design, construction, and project delivery systems are integrated allowing us to model our whole building, or specific parts that can be viewed, studied, and analyzed during the preconstruction stage, which greatly improves constructability risk mitigation. With VC, we can mitigate risks through the early three-dimensional coordination of systems, and through virtual mock-ups of complicated portions of buildings.</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>CORE is capable of offering products and services in all 50 states. Below is a comprehensive list of CORE’s 22 local offices.</p> <ol style="list-style-type: none"> <li>1. Frisco, TX</li> <li>2. Fort Worth, TX</li> <li>3. Austin, TX</li> <li>4. Flagstaff, AZ</li> <li>5. Phoenix, AZ</li> <li>6. Tempe, AZ</li> <li>7. Tucson, AZ</li> <li>8. Yuma, AZ</li> </ol>

		9. Roseville, CA 10. Orlando, FL 11. Bartow, FL 12. University Park, FL 13. Tampa, FL 14. West Palm Beach, FL 15. Boise, ID 16. Lisle, IL 17. Peoria, IL 18. Indianapolis, IN 19. Schererville, IN 20. Las Vegas, NV 21. Reno, NV 22. Oklahoma City, OK
	<i>Outline any value-added capabilities not already addressed.</i>	<b>WARRANTY</b> CORE's National Director of JOC, Dave Wilson, will meet with the Client's Maintenance Department during each project's close out to explain our program in detail and to reinforce that CORE's commitment to the Client does not end upon completion of the building, but continues through the two-year warranty period and beyond. Our warranty claims are submitted online, which sends a direct email alert to CORE. Once an email is received, our team will take care of all your needs and ensure that any issues are dealt with swiftly and completely. Our warranty system tracks all new and existing warranty tickets and is available 24-hours a day, 7 days a week and 365 days a year.
Implementation and support plan	<i>Describe your company's implementation and training plan for new customers.</i>	Our JOC process begins with the training of new Clients at the onset of a potential project. We schedule a site walk with the Client and assist with one-on-one scope development as needed. A Project Manager (PM) will be assigned to the Client to keep an open dialogue via phone calls, email, Owner/Architect/Contractor (OAC) meetings, weekly reports, and our project management software, Procore. An Estimator, Project Coordinator, Operations Manager, and Staff Accountant will work with the Client's designated point of contact, alongside the PM throughout the duration of the project. Our goal is for our Client's to understand each phase of the project from inception to close out.
	<i>Outline what ongoing communication and support is available to customers and key stakeholders.</i>	Through our previous Region 10 and Equalis contract, CORE exemplified the definition of solid and effective communication that we would bring with us to this contract. Given the continued opportunity to increase the frequency of working together would be a privilege. Our commitment to excellence is exemplified through our longstanding partnership with our Clients and Cooperative Partners. We have a history of collaboration and with that, we have cultivated a deep understanding of our partner's and Clients operations which allows us to deliver exceptional results consistently. Our track record speaks volumes about our dedication to quality and ability to synergize effectively with partners like Region 10 ESC and Equalis Group. Together, we will navigate challenges seamlessly, ensuring mutual success and satisfaction. We will provide weekly written updates to Region 10 ESC and Equalis Group along with a schedule at the start of a project. OAC meetings will occur as needed or directed by Region 10 ESC and Equalis Group. Our project supervision along with the PM will be

	<p><i>Outline your organization's commitment to jobsite safety including any specific policies, practices, or initiatives.</i></p>	<p>available to answer and resolve any questions, concerns, or issues if any, during the course of the project.</p> <p><b>SAFETY IS OUR #1 PRIORITY!</b> First and foremost, on any CORE project, safety of all who are on-site, including Region 10 ESC and Equalis Group employees, visitors, and construction workers is our number one priority. CORE's commitment to safety is centered on a singular objective: <b>Zero Incidents, Zero Accidents!</b></p> <p>CORE has the resources of a Safety Department both at the local and national levels. Recognizing that the construction profession is one of substantial risk, we take all aspects of the business, from safety to contract compliance, very seriously. As a result of this attention to safety, <b>CORE has been able to maintain an industry-leading EMR rate over the past three years of a 0.61 average; well below the industry average of 1.0.</b></p> <p>CORE will continue this same commitment to safety as we work closely with Region 10 ESC and Equalis Group to identify and manage all risk-related issues for your project. Our team will recruit input from local, key Trade Partners during the Preconstruction Phase of the project to enhance our efforts in predicting safety risks well in advance of commencing construction.</p> <p>All CORE-employed Superintendents are OSHA 30- Hour certified and have had significant amounts of training in safe construction practices. A secure construction site is a top priority for CORE, and we are prepared to implement the following items:</p> <ul style="list-style-type: none"> <li>• Single point of entry/exit</li> <li>• Designated parking area for construction personnel</li> <li>• Screened fencing</li> <li>• Visitor check-in at CORE's jobsite</li> <li>• Fingerprints for all workers</li> </ul> <p><b>MASTER SAFETY PLAN</b></p> <p>During preconstruction we will develop a comprehensive Master Safety Plan. All Trade Partners providing goods and services on the project will be required to participate in a mandatory preconstruction safety meeting. During this meeting, there will be a detailed presentation of the Master Safety Plan outlining individual requirements. All Trade Partners are contractually required to indicate their written understanding of and agreement with the Master Safety Plan prior to starting their construction activities.</p> <p><b>SAFETY ON A DAILY BASIS</b></p> <p>Regular Safety Meetings will be conducted to continually identify potential project hazards as well as fire department access routes and other best practices throughout construction. Jobsite fencing and warning signs will be installed prior to the start of any construction. All tradesmen and visitors are required to wear safety vests, hard hats, and eye protection without exception. Daily inspections for both site and public protection issues will be</p>
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		<p>conducted by our on-site project team. CORE Superintendents use Predictive Solutions Safety software which allows us to identify potential hazards on-site, and ultimately prevent workplace injuries.</p> <p><b>SECURITY</b></p> <p>CORE is committed to maintaining strict adherence to and enforcing all security measures mandated by Region 10 ESC and Equalis Group. We recognize the paramount importance of upholding security protocols to safeguard personnel, assets, and sensitive information.</p> <p>To achieve Region 10 ESC and Equalis Group's standards, we will implement comprehensive security protocols, conduct thorough background checks for our personnel, and ensure continuous training and awareness regarding security best practices. Additionally, we will collaborate closely with Region 10 ESC and Equalis Group representatives to stay updated on any evolving security requirements, making certain that our construction activities are fully aligned with your guidelines and regulations. Our unwavering commitment to security will not only demonstrate our dedication to safety but also contribute to the overall success and integrity of our JOC services</p>
Project management capabilities	<i>Describe project management capabilities including scheduling, coordination, progress monitoring, and reporting processes.</i>	Each JOC PM is a trained construction management professional. At CORE each PM is trained by subject matter experts on our construction management tools; Microsoft Project for scheduling, Procore for project management, project flow with the use of a detailed step by step process document, which includes project start-up through project close out. Each PM meets weekly with our Senior Project Manager and Operations Manager to ensure each project is on schedule and within budget. PM's report weekly to our Clients with project statuses. All CORE PMs attend a monthly development meeting to ensure that they are receiving continued education the field of construction management.
	<i>Outline capabilities to provide comprehensive project documentation including submittals, change orders, and close-out documentation.</i>	<p>Each Project Manager follows a step-by-step process that includes a weekly internal status meeting to ensure that each project is on track with comprehensive project documentation. The process includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• RFI Documents</li> <li>• Shop Drawings/Submittals</li> <li>• Daily Reports</li> <li>• Owner Meetings</li> <li>• Progress Photos</li> <li>• Pay Applications</li> <li>• Final Photos</li> <li>• Final Walk with Warranty</li> <li>• Confirm Owner Payment</li> <li>• Punchlist Management</li> <li>• As Built's/Closeouts</li> <li>• Sub Warranties</li> <li>• Sign Off/Completion Letter</li> </ul>

		<p><b>CHANGE ORDERS</b></p> <p>CORE's constructability reviews ensure that every scope of work is covered. Once a GMP has been agreed upon, NO Change Order will be requested from CORE. The only exception is if Region 10 ESC and Equalis Group requests significant changes to the original scope of work and chooses not to use the Owner Contingency to fund the work.</p> <p><b>CLOSE-OUT DOCUMENTATION</b></p> <p>CORE is committed to developing and delivering to Region 10 ESC and Equalis Group a complete set of approved Operation and Maintenance Manuals, draft warranties, and spare parts at least one month prior to Substantial Completion. This will allow for the documents to be used in all system demonstrations and instruction sessions with facility staff. Final warranties will be collected from each Trade Partner at Substantial Completion.</p>
	Describe your quality control processes including inspections, testing, and quality assurance measures.	<p>All projects will be built to the plans and specifications, and to a quality that exceeds expectations. CORE's three-phase construction Quality Control/Quality Assurance Plan is modeled after the U.S. Army Corps of Engineers' program. Our process is outlined below.</p> <p><b>PREPARATORY PHASE</b></p> <ul style="list-style-type: none"> <li>• Occurs during the Preconstruction Phase</li> <li>• Prior to Trade Partner agreements</li> <li>• Unique features of work (UFOW) identified</li> <li>• Quality expectations are established</li> </ul> <p><b>INITIAL PHASE</b></p> <ul style="list-style-type: none"> <li>• Occurs at the onset of construction work</li> <li>• Generates buy-in from field personnel</li> <li>• Mock-up construction begins</li> <li>• Reinforces quality expectations in the field</li> </ul> <p><b>FOLLOW-UP PHASE</b></p> <ul style="list-style-type: none"> <li>• Occurs during Trade Partners' scope of work</li> <li>• Review of in-place work compared to mock-up</li> <li>• Internal and third-party inspections performed</li> <li>• CORE Superintendent's daily report includes quality</li> </ul> <p>We will also develop a Project Specific Quality Plan (PSQP) for all projects to be used as our primary tool throughout the construction process. The PSQP will clearly establish CORE and Region 10 ESC and Equalis Group's quality expectations. This custom document monitors accountable deliverables on-site to drive a higher level of quality and ultimately, higher Client satisfaction.</p>

	<i>Describe your organization's ability to handle multiple concurrent projects and how you allocate resources to ensure timely completion.</i>	<p>CORE has a dedicated team of PMs and Superintendents. It is the responsibility of our National Director, Operations Manager and Senior Project Manager to analyze the project workloads. There are over 30 years combined construction and JOC experience and abilities to manage multiple concurrent projects. Resources are allocated based on the following, but not limited to criteria:</p> <ul style="list-style-type: none"> <li>• Client</li> <li>• Scope</li> <li>• Location</li> <li>• Trade complexity</li> <li>• Duration</li> <li>• Number of existing project assignments by PM</li> <li>• PM experience</li> <li>• Previous PM relationship with Client</li> </ul>
Performance bonding	<i>Provide your company's performance bond plan as described in the scope herein.</i>	CORE will follow any performance bond plans required by Region 10 ESC and Equalis Group's and provide any performance bonds when required.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p>Every CORE employee is customer service driven and dedicated to Client satisfaction. In addition, we have a Client Service Department that is available 24/7 to assist our Clients. These personnel serve as advocates for the Client and will be in constant communication with the Owner from preconstruction through close out and warranty. Each professional will direct all day-to-day business operations of job order contracts in their state.</p> <p>We will be accountable for ensuring that your members are provided with quality and timely projects, consistent with the specified of the job order contract. We will respond to all Region 10 ESC and Equalis Group's requests within 24 hours. We will provide pricing within two weeks from receiving from or developing scope with the Client. Additionally, the assigned team will oversee administrative and job order contract management functions; assist with conformance to the Safety Plan, act as the primary point of contact to ensure job order contract satisfaction, monitor schedule development, cost control, subcontract management, procurement and material expediting, problem resolution, and invoice development and processing. CORE will represent the Client to ensure all warranties on products and services are made available.</p>
Financial condition of vendor	<i>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 &amp; bond ratings, letters of credit, and detailed reference letters</i>	Please see pg. 63 in "Tab 5: Additional Information" to review CORE's surety letter. In addition, an audited financial statement can be provided upon request.
	<i>What was your annual sales volume over last three (3) years?</i>	<p><b>2021:</b> \$262M  <b>2022:</b> \$423M  <b>2023:</b> \$496M</p>
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	The process timeline, along with CORE capabilities has been addressed through other responses. CORE works with our Trade Partners through our project scheduling and project management process to ensure product delivery to our job sites.

Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	CORE has the ability to provide management reports, billing, daily reports, etc., and the use of such reports on a project by project basis is part of the individual project team's responsibility. CORE utilizes Vista software for all project management including contracts, billings, subcontracts, change management, submittals, RFI's, daily reports, etc.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Safety Record: 0 Incidents Safety Rating: N/A 2024 EMR: 0.57 Worker's Compensation Rate: N/A
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.coreconstruction.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	Our Founder, Otto Baum, immigrated to Morton, IL, in 1925 with the hope of building a better life for himself and his family. He quickly established a reputation for being an honest and hard-working man. When Otto applied for a loan to purchase equipment for his masonry company in 1937, he had nothing to use as collateral except for his proven character and admirable reputation. When the bank manager asked the loan officer why they should consider Otto's request, the officer simply replied, "I trust him." This even sparked the beginning of our company, which now operates in multiple locations across the U.S., supported by over 1,200 employees and a strong culture built on the same trust and values that Otto started the company with in 1937.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	Yes. CORE has an existing Region 10 and Equalis Group contract EQ-101519-02.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p>In addition to the information below, CORE's Organization Chart and Resumes can be found located on pages 64-69 in "Tab 5: Additional Information."</p> <p><b><u>Executive Support</u></b>  Dave Wilson  Email: davewilson@coreconstruction.com  Certifications: OSHA 30-Hour, RS Means Certified</p> <p><b><u>Project Experience</u></b></p> <ul style="list-style-type: none"> <li>• Memorial Stadium Rename   Frisco Independent School District   Frisco, TX</li> <li>• High School Parking Lot Additions   Sherman Independent School District   Sherman, TX</li> <li>• HR/IT Remodel   Round Rock Independent School District   Round Rock, TX</li> <li>• Bellville Junior High School Window Repair   Bellville Independent School District   Forth Worth, TX</li> <li>• Athletic Improvement at Sherman High School   Sherman Independent School District   Sherman, TX</li> </ul> <p><b><u>Account Manager</u></b>  Ron Tivis</p>



		<p>Email: <a href="mailto:rontivis@coreconstruction.com">rontivis@coreconstruction.com</a>  Education: B.S., Business Administration   Northwood University  Certifications: Mid Management – Southern Methodist University, Paralegal – University of North Texas  <u>Project Experience</u></p> <ul style="list-style-type: none"> <li>• Memorial Stadium Rename   Frisco Independent School District   Frisco, TX</li> <li>• High School Parking Lot Additions   Sherman Independent School District   Sherman, TX</li> <li>• HR/IT Remodel   Round Rock Independent School District   Round Rock, TX</li> <li>• Bellville Junior High School Window Repair   Bellville Independent School District   Forth Worth, TX</li> <li>• Athletic Improvement at Sherman High School   Sherman Independent School District   Sherman, TX</li> </ul> <p><b><u>Contract Manager</u></b>  James Norwine  Email: <a href="mailto:jamesnorwine@coreconstruction.com">jamesnorwine@coreconstruction.com</a>  Education: B.S., Business Administration   University of Texas at Arlington  Certifications: OSHA 30-Hour, ASHE, CPR/First Aid Certified  <u>Project Experience</u></p> <ul style="list-style-type: none"> <li>• Memorial Stadium Rename   Frisco Independent School District   Frisco, TX</li> <li>• High School Parking Lot Additions   Sherman Independent School District   Sherman, TX</li> <li>• Steve Folsom Elementary School Restroom Remodel   Prosper Independent School District   Prosper, TX</li> <li>• Mowhawk Elementary School Punchlist Completion   Richardson Independent School District   Richardson, TX</li> <li>• Sory Elementary School Drainage and Grading Remediation   Sherman Independent School District   Sherman, TX</li> </ul> <p><b><u>Marketing</u></b>  Megan Stevens  Email: <a href="mailto:meganstevens@coreconstruction.com">meganstevens@coreconstruction.com</a>  Education: B.A., Studio Art   Trinity University  Certifications: OSHA 10-Hour  <u>Project Experience</u></p> <ul style="list-style-type: none"> <li>• Eagle Mountain High School   Eagle Mountain-Saginaw Independent School District   Fort Worth, TX</li> <li>• Lockhart High School Additions   Lockhart Independent School District   Lockhart, TX</li> </ul>
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		<ul style="list-style-type: none"> <li>Justin Elementary School Replacement   Northwest Independent School District   Justin, TX</li> <li>Belton High School Additions and Renovations   Belton Independent School District   Belton, TX</li> <li>Roofing and RTU Replacements   Eagle Mountain-Saginaw Independent School District   Various Locations</li> </ul> <p><b><u>Billing, Reporting &amp; Accounts Payable</u></b>  Gina Smith  Email: ginasmith@coreconstruction.com  <b><u>Project Experience</u></b></p> <ul style="list-style-type: none"> <li>TWU Parking Lot   Texas Women's University   Denton, TX</li> <li>Sage Hall Renovations   University of North Texas   Denton, TX</li> </ul>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	<b>2021:</b> \$262M <b>2022:</b> \$423M <b>2023:</b> \$496M
	<i>What is your strategy to increase market share in the public sector?</i>	Education is CORE's strategy to increase market share. CORE participates in face-to-face communication with Clients daily, and we market alternative project delivery methods as a valuable solution for all Client needs.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	There are no litigation, bankruptcy or reorganization proceedings against CORE or its officers that would adversely affect the viability of the company and our ability to perform. In general, pending litigation is typical for a construction company engaged in general contracting activities. These are primarily contractual disagreements between CORE, Clients and Vendors that CORE believes will be resolved amicably by the parties. All past and existing litigation were similarly based and is very limited, with agreements being entered into before formal litigation.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i>	<p><b>Client Reference # 1</b>  Entity: Frisco ISD  Contract Name &amp; Title: Danny Melton, Director of Construction  City &amp; State: Frisco, TX  Phone Number: 469-633-6510  Years Services: 3 years  Description of Services: Various interior/exterior renovations  Annual Volume: \$200k</p> <p><b>Client Reference # 2</b>  Entity: Collin College  Contract Name &amp; Title: Christopher Eyle, VP of Facilities &amp; Construction  City &amp; State: Plano, TX  Phone Number: 972-758-3891  Years Services: 8 years  Description of Services: Various interior/exterior renovations</p>

		<p>Annual Volume: \$300,000</p> <p><b>Client Reference # 3</b>  Entity: City of Frisco  Contract Name &amp; Title: Daniel Ford. Project Manager  City &amp; State: Frisco, TX  Phone Number: 972-292-5273  Years Services: 10 years  Description of Services: Various interior/exterior renovations  Annual Volume: \$685,000</p> <p><b>Client Reference # 4</b>  Entity: City of Garland  Contract Name &amp; Title: Luis Lacayo, PMO Project Manager  City &amp; State: Garland, TX  Phone Number: 346-322-8778  Years Services: 2 years  Description of Services: Various interior/exterior renovations  Annual Volume: \$463,000</p> <p><b>Client Reference # 5</b>  Entity: University of North Texas  Contract Name &amp; Title: Cheryl Smith, Facilities Planner  City &amp; State: Denton, TX  Phone Number: 940-565-4365  Years Services: 10 years  Description of Services: Various interior/exterior renovations  Annual Volume: \$643,000</p>
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	CORE does not plan to sell to customers directly, use resellers or subcontracts, or a combination of both.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	No. CORE is not owned or operated by anyone who has been convicted of a felony.

	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	CORE does not currently hold any MWBE, SBE, DBE, DVBE, Historically Underutilized Businesses (HUB) or HUBZone certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>Yes, CORE has a program. CORE's values of integrity, Fairness, Continuous Improvement, and Results, drives us to lead our projects through inclusive, equitable business practices. Just as many of our Clients strive to ensure equal access for diverse and developing firms, CORE does as well. We proactively engage in partnerships with diverse businesses.</p> <p>Our networking involves offering continuous education and formal mentoring partnerships with HUB firms within the community. Therefore, we have formal mentorship/protégé partnerships. The desired outcome of these partnerships will be to impact their growth and scalability, while strengthening a diverse business community which directly contributes to the overall economic growth of our markets.</p> <p>CORE believes that our partnerships should reflect the diversity of the communities we serve regardless of whether there is a requirement or not. Having meaningful relationships with a diverse variety of HUB firms has been a business practice of ours for many years and long before it was ever required.</p> <p>The State of Texas Mentor-Protégé Program is designed to foster relationship between large contractors and HUBs with the oversight of The University of North Texas and University of Texas – Dallas. The objective of the Mentor-Protégé Program is to provide professional guidance, resources, expertise, ad support to the protégé. The intent is to facilitate their business growth and development with the potentiality to increase HUB participation with awarded contracts.</p> <p>The mentor-protégé relationship is mutually beneficial to the mentor and the protégé. Mentors can utilize their protégé relationships to fulfill HUB subcontracting requirements when bidding on contracts. It is often advantageous to build these partnerships prior to bid proposals or contract award. The relationship with the mentor assists the protégé in their ability to establish confidence from the contracting organization of the proteges work performance within their trade.</p> <p>CORE currently has seven proteges in our program with representation across multiple trade divisions (i.e., plumbing; electrical; excavation; concrete and general contracting).</p>
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or</i>	CORE will partner with our established list of MWBE trades as needed for individual JOC projects within the JOC Services in Conjunction with the Region 10 ESC and Equalis Group contract. Our intent is to continue to maximize the expertise of our MWBE partners. In

	<i>trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	addition, as required by the scope of each project CORE will partner with MWBE trades currently not in our Mentor/Protégé program to meet or exceed MWBE requirements.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	The composition of our Trade Partners is dependent on the scope of work to be performed on each JOC project. Just as many of our Clients strive to ensure equal access for diverse and developing firms, CORE does as well. Each of CORE's offices across the Nation are proactively engaging, attracting and employing diverse businesses. Most construction firms enlist diverse and developing firms to meet specific requirements of a project or Client. That is not who we are as a company. At CORE, we believe the entire team should reflect the diversity of the communities we serve regardless of whether there is a requirement or not. Having meaningful relationships with diverse variety of MWBE firms has been a normal business practice of CORE for many years, long before it was ever required.
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>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.</p> <p><b>STEP 1</b></p> <ul style="list-style-type: none"> <li>a. CORE will issue an approved, co-branded press release within the first 30 days.</li> <li>b. CORE's Marketing Department will post on our website and social media accounts.</li> <li>c. CORE will mail an announcement of our award to our database of existing Clients and potential Clients.</li> <li>d. CORE will work with Region 10 ESC and Equalis Group to create co-branded collateral pieces, including a profile sheet to include in our brochures.</li> <li>e. CORE will advertise our award in regional and national publications.</li> <li>f. CORE regularly participates in over 50 national conferences and trade shows for organizations that support the public sector, and we will promote Region 10 ESC and Equalis Group at these events.</li> <li>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.</li> </ul> <p><b>STEP 2</b></p> <p>CORE will reach out to all Clients who have historically used this type of contract and proudly notify them of our current standing with Region 10 ESC and Equalis Group. In addition, CORE will seek to provide services to new school districts, municipalities, and all other public Clients.</p> <p><b>STEP 3</b></p> <p>We will immediately promote this contract in our current 20+ offices across the country. In</p>

		<p>years to follow, as we grow into new markets, we will continue to promote the Region 10 ESC and Equalis Group contract to drive growth.</p> <p>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 Region 10 ESC and Equalis Group contract to expand into new markets and expand existing markets by adding new Clients.</p> <p>CORE is also open to advice and suggestions from the Region 10 ESC and Equalis Group. CORE has been assisted greatly in the past as to how the contract is to be implemented and how best to drive it.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	CORE will seek to enroll in any Region 10 ESC and Equalis Group 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 as well as discuss how Region 10 ESC and Equalis Group work. The goal will be to use the Region 10 ESC and Equalis Group contract to expand into new markets and expand existing markets by adding new customers. CORE is also open to advice and suggestions from the Region 10 ESC and Equalis Group teams.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	CORE acknowledges and agrees to providing all company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	In having been a member of multiple similar contracts, CORE has demonstrated and is confident that we have the ability to report monthly sales information as requested. We look forward to continue to this moving forward.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	791; Choice Partners; BuyBoard; 1GPA; Omnia; E&I; TIPS; ESC Region 5 Cooperative; PCA; TexBuy; Sourcewell
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	<p>Our National Director of JOC as well as our Project Managers would inform potential Clients and existing Clients of this contract through the following but not limited to:</p> <ul style="list-style-type: none"> <li>• One on one conversations</li> <li>• Approved co-branded marketing materials</li> <li>• Trade Shows</li> <li>• CORE Website</li> <li>• Various other business development opportunities</li> </ul>
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	CORE's sales representatives Dave Wilson and Ron Tivis will be dedicated to this contract with Region 10 ESC and Equalis Group. Both are located in Frisco, TX.



The image shows the exterior of Lawler Middle School at dusk. The building features a large glass entrance and stone masonry walls. An American flag and a school flag fly on a tall pole in the foreground. A large white number '3' is overlaid on the left side of the image, enclosed in a white square border. The text 'Other Required Proposal Forms' is overlaid on the right side of the image.

3

## Other Required Proposal Forms

LAWLER MIDDLE SCHOOL

ENDS

**PROPOSAL FORM 3: 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 Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please see below for a list of CORE's current licenses and registrations.

State	License Class	License No.
Alabama	BC	46946
Arizona	B-01	069786
Arizona	A	110343
Arizona	B	199920
California	B	954885
Florida	CGC	1516489
Florida	CGC	43320
Georgia	GCCCO	003427; 003325
Georgia	GCQA	A003334; A003437
Iowa	N/A	No License Required
Idaho	RCE	41083
Idaho	Unlimited	025816
Illinois	N/A	No License Required
Indiana	N/A	Registered Public Works Contractor
Louisiana	N/A	54378; 884216; 250681
Mississippi	N/A	21807-MC
Missouri	N/A	No License Required
North Carolina	Unlimited	77604
Nevada	Corporation	0077142; 0006144A
New Mexico	GB98	0077142; 0006144A
New Jersey	N/A	0077142; 0006144A
Ohio	N/A	No License Required
Oklahoma	N/A	No License Required
Puerto Rico	Residential	FJ-17295-CN
South Carolina	Unlimited	G120463
Tennessee	Unlimited	00067481
Texas	N/A	No License Required
Utah	B100	8530400-5501
Washington	CC-01	CORECCM820JK
Wisconsin	N/A	No License Required



**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

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

Potential Vendor: CORE Construction

Title of Authorized Representative: Gary Aanenson, Executive Vice President

Mailing Address: 6320 Research Rd., Frisco, TX 75033

Signature: 

**PROPOSAL FORM 5: DEBARMENT NOTICE**

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

Potential Vendor: CORE Construction

Title of Authorized Representative: Gary Aanenson, Executive Vice President

Mailing Address: 6320 Research Rd., Frisco, TX 75033

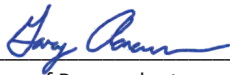
Signature: 

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

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

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

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



Signature of Respondent

April 26, 2024

Date

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

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

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

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

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

**Fingerprint & Criminal Background Checks**

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

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

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

  
Signature of Respondent

April 26, 2024  
Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

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

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

**VENDOR** CORE Construction

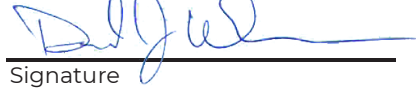
**ADDRESS** 6320 Research Rd.

Frisco, TX 75033

**PHONE** 972-668-9340

**FAX** N/A

**RESPONDANT**

  
 Signature

Dave Wilson

Printed Name

National Director, JOC

Position with Company

**AUTHORIZING OFFICIAL**

  
 Signature

Gary Aanenson

Printed Name

Executive Vice President

Position with Company

**PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295****Certificate of Interested Parties (Form 1295):**

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

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

**Filing Process:**

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

PLEASE SEE THE FOLLOWING PAGE TO REVIEW  
CORE'S FORM 1295

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**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION****BOYCOTT CERTIFICATION**

Respondent 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 vendor agree? GA  
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? GA  
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

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

Does vendor agree? GA  
(Initials of Authorized Representative)



**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

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

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

Texas or Non-Texas Resident

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

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

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

<u>CORE Construction</u>	<u>6320 Research Rd.</u>	<u></u>
Company Name	Address	Company
<u>Frisco</u>	<u>TX</u>	<u>75033</u>
	State	City
		Zip

**PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**

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 Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor'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 participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors 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, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor'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 Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$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 contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC 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 Vendor violation and breach of contract terms.

Does vendor agree? GA

(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 \$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. Offeror 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 vendor agree? GA

(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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? GA

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor 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 contractor 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 vendor agree? GA

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 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 vendor agree? GA

(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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? GA

(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 \$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, Vendor 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 vendor agree? GA

(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.

Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor 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 vendor agree? GA

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? GA

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor 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 may require to confirm estimates and otherwise comply. The requirements of Section 6002 include 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$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 vendor agree? GA

(Initials of Authorized Representative)

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

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? GA

(Initials of Authorized Representative)

#### 12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? GA

(Initials of Authorized Representative)

#### 13. 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 vendor agree? GA

(Initials of Authorized Representative)

#### 14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies 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 vendor agree? GA

(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 vendor agree? GA

(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.

CORE Construction

Company Name

Gary Aanenson

Signature of Authorized Company Official

Gary Aanenson

Printed Name

Executive Vice President

Title

April 26, 2024

Date

**PROPOSAL FORM 13: FEMA REQUIREMENTS**

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA 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 Respondent's 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 Respondent fails to complete any item in this form, Region 10 ESC 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. Access to Records****For All Procurements**

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? GA  
(Initials of Authorized Representative)

**For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration**

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? GA  
(Initials of Authorized Representative)

**2. Changes**



FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? GA  
(Initials of Authorized Representative)

### 3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? GA  
(Initials of Authorized Representative)

### 4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? GA  
(Initials of Authorized Representative)

### 5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? GA  
(Initials of Authorized Representative)

### 6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? GA  
(Initials of Authorized Representative)

### 7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? GA  
(Initials of Authorized Representative)

### 8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? GA  
(Initials of Authorized Representative)

**PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

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

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

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

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


**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

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

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



Signature of Respondent

April 26, 2024

Date

**PROPOSAL FORM 15: 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 Rd.

**City, State, Zip Code:** Frisco, TX 75033

**Complete as appropriate:**

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

**OR:**

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

**OR:**

I \_\_\_\_\_ Gary Aanenson \_\_\_\_\_, an authorized representative of \_\_\_\_\_ 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
The CORE Group, LTD	6320 Research Rd. Frisco, TX 75033	100%

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

 Executive Vice President  
**Authorized Signature and Title**

April 26, 2024

**Date**

**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT****Company Name:****Street:****City, State, Zip Code:**

CORE will not be proposing on work  
performed in New Jersey.

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

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

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

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

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

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

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

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

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

SEAL

**PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**Company Name: CORE ConstructionStreet: 6320 Research Rd.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 &amp; Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

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

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

B. Approved Federal or New Jersey 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 and Title**\_\_\_\_\_  
**Date****P.L. 1995, c. 127 (N.J.A.C. 17:27)****MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

CORE will not be proposing on work  
performed in New Jersey.

Page **33** of **46**

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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



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

---

Signature of Procurement Agent

NIA

**PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CORE will not be proposing on work performed in New Jersey.

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**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

CORE will not be proposing on work performed in New Jersey.

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

Vendor Name:

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure****N.J.S.A. 19:44A-20.26****County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.

CORE will not be proposing on work  
performed in New Jersey.



**PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**☐ Partnership☐ Sole Proprietorship☐ Limited Liability☐ Limited Partnership☐ Partnership☐ Corporation☐ Limited Liability☒ Subchapter S

Corporation

Corporation

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

Name:  
The CORE Group, LTD  
Home Address:  
6320 Research Rd. Frisco, TX 75033

Name:  
  
Home Address:

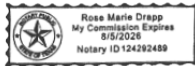
Name:  
  
Home Address:

Name:  
  
Home Address:

Name:  
  
Home Address:

Name:  
  
Home Address:

Subscribed and sworn before me this 26 day of  
April, 24.



My Commission expires: 8/5/2026

*[Signature]*

*[Signature]*  
(Affiant)

Gary Aanenson, Executive Vice President  
(Print name & title of affiant)

(Corporate Seal)

**PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

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

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

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

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

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

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

**PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT****Requirements for Master Agreement To be administered by Equalis Group**

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. 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.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

- ☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

April 26, 2024  
 Date

 Executive Vice President  
 Authorized Signature & Title

**PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

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

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name CORE Construction  
 Address 6320 Research Rd.  
 City/State/Zip Frisco, TX 75033  
 Telephone No. 214-885-1039  
 Fax No. N/A  
 Email address garyaanenson@coreconstruction.com  
 Printed name Gary Aanenson  
 Position with company Executive Vice President  
 Authorized signature 

Term of contract July 1, 2024 to June 30, 2026

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

  
 Jana Melsheimer (Jun 19, 2024 15:34 CDT)  
 Region 10 ESC Authorized Agent

Jun 19, 2024  
 Date

Dr. Jana Melsheimer  
 Print Name

Equalis Group Contract Number R10-1166B



A modern library interior featuring a large, vibrant mural on the back wall with abstract shapes in green, orange, and blue. To the left is a wooden desk with a computer monitor. To the right are wooden bookshelves filled with books. In the foreground, there are three orange cylindrical ottomans with green tops on a patterned carpet. A long grey sofa is partially visible on the left and right. The ceiling has recessed lighting.

4

## Additional Information



# Additional Information



## Surety Letter



Insurance and Surety Brokers  
T: 469-430-1450

April 26, 2024

Name, Title  
Education Service Center, Region 10 & Equalis Group  
400 E. Spring Valley Rd.  
Richardson, TX 75081

**RE: RFP #R10-1166 | Job Order Contracting**

Dear Mr. Clint Pechacek,

CORE Construction (CORE) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company (Travelers) and Liberty Mutual Insurance Company (Liberty).


CORE has advised Travelers and Liberty of their desire to perform construction services for your captioned project. Travelers has enjoyed a relationship with CORE for over 40 years. During our relationship we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE and they are certainly qualified to perform contracts such as yours, as they have bonding capacity of \$300 million per single project and \$2 billion in the aggregate. This is not to be construed to be a maximum, but rather working parameters. CORE has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, both Travelers and Liberty are licensed to do business in all states and Travelers has an A.M. Best Co. rating of A++ XV while the Liberty A.M. Best rating is A XV.

Sincerely,

Travelers Casualty and Surety Company  
Liberty Mutual Insurance Company

By:   
David Buckman, Attorney-in-Fact

Agent Contact Information:  
David Buckman, President, Glenn Allen Insurance and Surety Brokers  
5205 McClellan Dr., Frisco, TX 75036 | T: (469) 430-1450

## Organization Chart

### Y(OUR) PROJECT TEAM



**GARY AANENSON**  
Executive Vice President

#### PRIMARY POINT OF CONTACT



**DAVE WILSON**  
Executive Support



**RON TIVIS**  
Account Manager



**JAMES NORWINE**  
Contract Manager



**GINA SMITH**  
Billing, Reporting &  
Accounts Payable



**MEGAN STEVENS**  
Marketing

**5,000+**

JOB ORDER  
CONTRACTS  
COMPLETED

**0**

ZERO INCIDENTS.  
ZERO ACCIDENTS.

**1,200+**

K-12 JOC EDUCATION  
PROJECTS  
COMPLETED

**\$700M**

OF JOC PROJECTS  
COMPLETED

## EXECUTIVE SUPPORT

# Dave Wilson

As Executive Support, Dave will lead CORE's management team throughout all phases of your project. He is passionate about Client Service and will ensure all team members understand Region 10 ESC and Equalis Group's vision and goals, so that expectations are managed from day one. Dave is committed to providing Region 10 ESC and Equalis Group with clear, transparent communication and holding the CORE team to the highest standards of excellence.



## 29

YEARS OF  
INDUSTRY EXPERIENCE

## FRISCO INDEPENDENT SCHOOL DISTRICT

### Memorial Stadium Rename

Frisco, TX

## SHERMAN INDEPENDENT SCHOOL DISTRICT

### High School Parking Lot Additions

Sherman, TX

## ROUND ROCK INDEPENDENT SCHOOL DISTRICT

### HR/IT Remodel

Round Rock, TX

## BELLVILLE INDEPENDENT SCHOOL DISTRICT

### Bellville Junior High School Window Repair

Fort Worth, TX

## SHERMAN INDEPENDENT SCHOOL DISTRICT

### Athletic Improvements at Sherman High School

Sherman, TX

### CERTIFICATIONS/ REGISTRATIONS

OSHA 30-Hour

RS Means Certified

## ACCOUNT MANAGER

# Ron Tivis

Ron has 23 years of progressive management experience in all facets of construction and contract management. He has a sustained reputation and a proven record of honoring commitments, exceeding expectations, and executing the highest quality projects under tight schedules. With Ron's extensive experience and construction knowledge, he will provide a clear understanding of Region 10 ESC and Equalis Group's expectations, Design Team goals, and Trade Partner challenges, which will be paramount in successful team communication. Ron will be responsible for ensuring the necessary resources will be available and accessible and will uphold CORE's commitment to the overall success of all Job Order Contracting services.

## FRISCO INDEPENDENT SCHOOL DISTRICT

## Memorial Stadium Rename

Frisco, TX

## SHERMAN INDEPENDENT SCHOOL DISTRICT

## High School Parking Lot Additions

Sherman, TX

## ROUND ROCK INDEPENDENT SCHOOL DISTRICT

## HR/IT Remodel

Round Rock, TX

## BELLVILLE INDEPENDENT SCHOOL DISTRICT

## Bellville Junior High School Window Repair

Fort Worth, TX

## SHERMAN INDEPENDENT SCHOOL DISTRICT

## Athletic Improvements at Sherman High School

Sherman, TX



# 23

YEARS OF  
INDUSTRY EXPERIENCE

## EDUCATION

B.S., Business Administration,  
*Northwood University*

CERTIFICATIONS/  
REGISTRATIONS

Mid Management -  
Southern Methodist  
University

Paralegal - University of  
North Texas

## CONTRACT MANAGER

## James Norwine

As Contract Manager, James has over 10 years of experience in construction management and a diverse resume which brings a unique and seasoned perspective to the team. He is devoted to serving Region 10 ESC and Equalis's vision and is confident in delivering successful Job Order Contracting services. James is well-versed on all operations objectives and works efficiently to guarantee adherence to all construction procedures and field duties. He will foster seamless communication with Region 10 ESC and Equalis Group and the Building Partners.



10

YEARS OF  
INDUSTRY EXPERIENCE

## FRISCO INDEPENDENT SCHOOL DISTRICT

**Memorial Stadium Rename**

Frisco, TX

## SHERMAN INDEPENDENT SCHOOL DISTRICT

**High School Parking Lot Additions**

Sherman, TX

## PROSPER INDEPENDENT SCHOOL DISTRICT

**Steve Folsom Elementary School Restroom Remodel**

Prosper, TX

## RICHARDSON INDEPENDENT SCHOOL DISTRICT

**Mowhawk Elementary School Punchlist Completion**

Richardson, TX

## SHERMAN INDEPENDENT SCHOOL DISTRICT

**Sory Elementary School Drainage & Grading Remediation**

Sherman, TX

## EDUCATION

B.S., Business Administration,  
*University of Texas at  
Arlington*

CERTIFICATIONS/  
REGISTRATIONS

OSHA 30-Hour

ASHE

CPR/First Aid Certified

**BILLING, REPORTING & ACCOUNTS PAYABLE**

# Gina Smith

Gina brings expertise as well as construction budget accounting, having worked with large and small districts all 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.

**5****YEARS OF  
INDUSTRY EXPERIENCE****TEXAS WOMEN'S UNIVERSITY****TWU Parking Lot**

Denton, TX

**UNIVERSITY OF NORTH TEXAS****Sage Hall Renovations**

Denton, TX



## MARKETING

# Megan Stevens

As Marketing lead, Megan is focused on understanding and engaging Region 10 ESC and Equalis Group's industry landscape and target audience. Megan will help in developing strategic marketing plans, detailed creative concepts and presentations. Megan's focus on measurable metrics and flexible approach allows for agile adjustments, ensuring the marketing strategy aligns seamlessly with Region 10 ESC and Equalis Group's goals and market dynamics.



8

YEARS OF  
INDUSTRY EXPERIENCE

## EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT

**Eagle Mountain High School**

Fort Worth, TX

## LOCKHART INDEPENDENT SCHOOL DISTRICT

**Lockhart High School Additions**

Lockhart, TX

## NORTHWEST INDEPENDENT SCHOOL DISTRICT

**Justin Elementary School Replacement**

Justin, TX

## BELTON INDEPENDENT SCHOOL DISTRICT

**Belton High School Additions and Renovations**

Belton, TX

## EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT

**Roofing and RTU Replacements**

Various Locations

## EDUCATION

B.A., Studio Art,  
*Trinity University*CERTIFICATIONS/  
REGISTRATIONS

OSHA 30-Hour

ASHE

CPR/First Aid Certified

